

SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT
WITH
LAW ENFORCEMENT ASSOCIATION

SALARY

General Wage Adjustment

7/13/83: 4% across-the-board.
7/11/84: 4.5% across-the-board.

Other

- Modified time-in-grade salary schedule.

INSURANCE AND BENEFITS

- Changed eligibility for state-paid insurance so that employees working between 50%-75% time receive one-half of state's insurance premium contribution.
- Continued existing insurance benefits and deductibles, except that outpatient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

- Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime

100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but employee must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

- State will continue to pay employee insurance premium up to the Blue Cross/Blue Shield premium, and 90% of the BC/BS premium for dependent coverage. Employees must pay the difference for higher priced carriers.
- Provided for two other cost containment plans within BC/BS plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan.
 - b) Physician's Aware. A preferred provided plan covering physicians.
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).
- Added additional category of state paid term life insurance of \$30,000 for employees earning over \$25,000 per year.
- Dental insurance: no changes, state continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.

-- Added two additional vacation accrual rates:

- | | |
|--|---|
| 1) Employees with 25-30
years of service | -- increased accrual from 8 hours
to 8½ hours per pay period |
| 2) Employees with more than
30 years of service | -- increased accrual from 8 hours
to 9 hours per pay period |

- Provided for early retirement incentives for members of the Highway Patrol Retirement Fund between 55 and 65 years of age, if such early retirement results in direct cost savings to the State during the current biennium. Under the plan, employees receive state-paid health insurance benefits if they retire earlier than required.

Department of Employee Relations, 8/22/83.

I. Bargaining Unit Composition:

Unit 1 - Law Enforcement

II. Exclusive Prerepresentative: The Bureau of Criminal Apprehension Agents' Association
MN Conservation Officers' Association and
MN State Patrol Troopers' Association

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$32,794,286	\$2,670,133
FICA + Retirement	6,933,796	564,466
Insurance	<u>2,361,404</u>	<u>229,378</u>
TOTAL	\$42,089,486	\$3,463,977

AGREEMENT

between the

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

and the

BUREAU OF CRIMINAL APPREHENSION
AGENTS' ASSOCIATION,

MINNESOTA CONSERVATION OFFICERS' ASSOCIATION

and

MINNESOTA STATE PATROL OFFICERS' ASSOCIATION

July 1, 1983 through June 30, 1985

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PREAMBLE

This Agreement is made and entered into this 23rd day of August, 1983, 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 67 work days per year, excluding managerial, supervisory, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179.61-179.76.

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

- Special Agent
- Special Agent Team Leader
- Police Training Instructor
- Police Training Coordinator
- Natural Resources Specialist 1 (Conservation Officer)
- Natural Resources Specialist 2 (Conservation Officer)
- Natural Resources Specialist 3 (Conservation Officer)
- Natural Resources Specialist 4 (Conservation Officer Pilot)
- Natural Resources Specialist 4 (Enforcement Training Coordinator)
- State Patrol Trooper
- State Patrol Trooper 1
- State Patrol Corporal

excluding all other job classifications.

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

Section 3. New Classes. Assignment of newly created classes to a bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with M.S. 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 safe practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on departmental safety committees as assigned, and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

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

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

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

ARTICLE VIII

ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT

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

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

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

ARTICLE IX

UNIFORMS

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

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

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

ARTICLE X

HOLIDAYS

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

Monday, July 4, 1983 - Independence Day
Monday, September 5, 1983 - Labor Day
Friday, November 11, 1983 - Veterans Day
Thursday, November 24, 1983 - Thanksgiving Day
Friday, November 25, 1983 - Day after Thanksgiving
Monday, December 26, 1983 - Christmas
Monday, January 2, 1984 - New Year's Day
Monday, February 20, 1984 - Presidents Day
Monday, May 28, 1984 - Memorial Day
Wednesday July 4, 1984 - Independence Day
Monday, September 3, 1984 - Labor Day
Monday, November 12, 1984 - Veterans Day
Thursday, November 22, 1984 - Thanksgiving Day
Friday, November 23, 1984 - Day after Thanksgiving
Tuesday, December 25, 1984 - Christmas
Tuesday, January 1, 1985 - New Year's Day
Monday, February 18, 1985 - Presidents Day
Monday, May 27, 1985 - Memorial Day

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

Monday, July 4, 1983 - Independence Day
Monday, September 5, 1983 - Labor Day
Friday, November 11, 1983 - Veterans Day
Thursday, November 24, 1983 - Thanksgiving Day
Friday, November 25, 1983 - Day after Thanksgiving
Sunday, December 25, 1983 - Christmas
Sunday, January 1, 1984 - New Year's
Monday, February 20, 1984 - Presidents Day
Monday, May 28, 1984 - Memorial Day
Wednesday July 4, 1984 - Independence Day
Monday, September 3, 1984 - Labor Day
Sunday, November 11, 1984 - Veterans Day
Thursday, November 22, 1984 - Thanksgiving Day
Friday, November 23, 1984 - Day after Thanksgiving
Tuesday, December 25, 1984 - Christmas
Tuesday, January 1, 1985 - New Year's
Monday, February 18, 1985 - Presidents Day
Monday, May 27, 1985 - Memorial Day

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

Section 2. Alternate Days.

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

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

Section 4. Holidays Worked. Employees who work on any of the above stated holidays shall be compensated at the rate of time and one-half (1½) 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.

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 9½ 0	
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 79½	7
At least 79½ 8	

ARTICLE XI

VACATIONS

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

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

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

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

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

Employees being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A. 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 Troopers shall be deemed to be those days that the employee would have normally been scheduled to work had he/she not been on vacation. Other days during the vacation period will be available for a work assignment upon the mutual consent of the employee and the Appointing Authority.

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

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

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

Section 3. Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half ($\frac{1}{2}$) 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 Appointing Authority finds it necessary to cancel a scheduled vacation, the affected employee shall be given priority consideration in rescheduling his/her vacation. When the Appointing Authority cancels vacation leave for State Patrol Troopers, it shall be subject to the compensation provisions of Article XXV, Overtime.

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

ARTICLE XII

TELEPHONE EXPENSES

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

ARTICLE XIII

SICK LEAVE

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

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

Section 2. Sick Leave Utilization. An employee shall be granted sick leave with pay to the extent his/her accumulation for absences necessitated by 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, grandchildren, brothers, sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of the employee's accumulation.

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

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

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

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

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

Section 4. Sick Leave Charges. An employee utilizing sick leave shall be charged for only the number of hours he or she was scheduled to work during the period of his or her sick leave. In no instance shall sick leave be granted for periods of less than one-half ($\frac{1}{2}$) 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.

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

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

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

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

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

ARTICLE XIV

LEAVES OF ABSENCE

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

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

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

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

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

Section 2. Leaves With Pay.

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

Section 3. Unpaid Leaves of Absence.

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

An Employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Employer. When the Employer has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are requested by the Employer, the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned his/her employment with the Appointing Authority.
- F. Personal Leave. Leave may be granted to an employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- G. Precinct Caucus or Convention. Upon forty-five (45) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- H. Related Work. Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of state service which is funded by a government or private foundation grant and which is related to the employee's current work.
- I. Political Leaves. Employees desiring to become a candidate for public office, as defined by M.S. 10A.01, Subd. 5, shall be granted an unpaid leave of absence subject to the following conditions:

- A. Conservation Officers, Special Agents and Police Training Instructors and Coordinators. The political election and campaign activities of Conservation Officers, Special Agents and Police Training Instructors and Coordinators shall be governed by M.S. 43A.32.
- B. State Patrol Troopers. Any State Patrol Trooper desiring to become a candidate for public office must request a leave of absence which will become effective no later than the employee's date of officially filing for candidacy or the final official filing date for candidacy, whichever comes first. Such leave shall terminate when final official election results are known, but in no event longer than one (1) year.
- C. General Conditions for Political Leaves. This unpaid leave of absence shall not affect the employee's accrued seniority rights.
- D. Before accepting public office, a State Patrol Trooper must resign, without prejudice, his/her position with the State Patrol.

ARTICLE XV

DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action by the Appointing Authority 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

The Appointing Authority may, at its discretion, suspend an employee with pay pending an investigation commenced by the Appointing Authority of alleged misconduct by that employee. However, such suspension with pay shall terminate within ten (10) working days unless the Appointing Authority or his/her designee requests in writing and the Commissioner of Employee Relations or his/her designee agrees in writing to an extension thereof.

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

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

Section 2. State Patrol Trooper Procedure.

- A. Oral and written reprimands shall be imposed for just cause only. The Appointing Authority shall give the employee a copy of the written reprimand at the time it is imposed. Oral and written reprimands shall not be arbitrable under any provision of this Agreement.

- B. A Trooper who has completed six months of continuous employment shall not be suspended, demoted or discharged except for just cause, including those reasons contained in M.S. 299D.03, Subd. 8.

Before bringing charges, the State Patrol Chief ("Chief") or his/her designee, shall give the employee written notice of his/her intent to take disciplinary action and the reasons therefor, except in cases involving immediate suspension or discharge which require immediate charging. Within five (5) working days of notifying the Trooper, the Chief shall set a date for an informal meeting between the Chief or his/her designee, the Association and the Trooper against whom disciplinary action may be taken. The meeting will be held for the purposes of discussing the charges against the Trooper and any disciplinary action under consideration. Any agreement to resolve the matter must be reduced to writing and signed by the parties.

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

Charges against a Trooper shall be made in writing and be signed and sworn to by the Appointing Authority which may suspend such employee before any hearing on the matter. Such charges shall be served upon the employee personally or by leaving a copy of his/her usual place of abode with some person of suitable age and discretion residing therein.

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

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

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

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

ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

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

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

Section 4. Contract Grievance Steps.

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

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

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

ARBITRATION: If the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee, the Association may refer the grievance in writing to arbitration within fourteen (14) calendar days of receipt of the Appointing Authority's answer. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) calendar days after the Association requests such action. If the parties fail to mutually agree upon the arbitrator within the said seven (7) day period, either party may request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Association shall have the right to strike two (2) names from the panel. 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 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and on the facts of the grievance presented.

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

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.

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and may be paid at the employee's option, over a period not to exceed five years from termination of employment. In the

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

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

ARTICLE XIX

EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-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 seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.
3. Dinner. Dinner reimbursement may be claimed only if the employee is away from home station in a travel status overnight, or is required to remain in travel status until after 7:00 p.m.

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

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

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

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. 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.
- 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 (Conservation Officer Pilot) and Natural Resources Specialist 4 (Enforcement Training Coordinator), unless he/she had previous experience as an area supervisor within Natural Resources Specialist 3.

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

The above-stated policies and procedures shall also apply when employees are applying for special job assignments in the employee's district such as mobile scales, warrants, motor vehicle inspection, safety education and civil weights. The Association agrees that the Appointing Authority's decision to abolish a special job assignment is not grievable. The Association also agrees that the Appointing Authority's decision to terminate an employee from that assignment during the first six (6) months of such assignment shall not be grievable. The Appointing Authority agrees that after six (6) continuous months service, it shall terminate an employee from a special assignment only with just cause. Any employee who does not complete six (6) months of continuous service in a special job assignment will be returned to his/her previous assignment. An employee desiring to return from a special job assignment which he/she has occupied for six (6) months or more, shall return to his/her previous assignment and job assignment.

Section 3. Special Agents and Police Training Instructors and Coordinators. 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. Special Agents and Police Training Instructors and Coordinators. Special Agents and Police Training Instructors and Coordinators 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 (Special Agents Only). It is recognized that because of the nature of their work, Special Agents covered by this Agreement may be scheduled and required to work varied hours, work on holidays and weekends, and during several separated periods within a single day making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day sometimes impossible. However, insofar as practicable and without reducing efficiency of work performance, employees are expected to complete normal routine work within a normal eight (8) hour day.

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

- A. Workday. The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, 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 XXV 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. Special Agents and Police Training Instructors and Coordinators. Special Agents and Police Training Instructors and Coordinators shall be eligible for overtime payment for authorized hours of work beyond eighty (80) hours within a two (2) week payroll period.

bump, he/she shall be demoted to displace the least senior employee who has less seniority in the next lower classification in which he/she previously worked, unless he/she elects to be laid off.

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

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

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

ARTICLE XXVII

INSURANCE

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

Section 2. 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.

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: 1) employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal employees who are scheduled to work at least 1044 hours for a period of nine months or more in any twelve (12) consecutive months.

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

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

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

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

Benefits provided under this Article shall continue as long as an employee meets these eligibility requirements and appears on a State payroll for at least one (1) working day during each payroll period or is off the State payroll due to a work related injury or disability and is either receiving 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 absences. Part-time or seasonal employees who do not meet the 75% time requirements set forth above for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees in the Department of Natural Resources, eligibility requirements may be met based on a combination of seasonal and temporary project employment. Eligibility shall commence after completion of three (3) years of continuous service in which the eligibility requirements are met; shall continue until the employee completes a year in which the eligibility requirements are not met; and shall commence again after the employee meets or is anticipated to meet the eligibility requirement in one (1) year.

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Employee Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the employee toward the cost of employee health coverage.

B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under a fee-for-service health plan, or a Preferred Provider Organization, or any other plan, offered by the Employer. A brief description of the currently offered health plans is contained in Appendix J. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to a lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement that plan.
- 5) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

Section 4. Workers' Compensation. When an employee has incurred an on the job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the HMO or the Health Insurance Carrier pursuant to the provisions of M.S. (1982), 176.191, Subd. 3.

Section 5. Employer Contribution for Dental Insurance.

- A. Employee Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost of employee dental coverage.
- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

A brief description of the currently offered dental plans is contained in Appendix J.

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

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
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

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

Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.

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

- A. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.
- B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the employee's salary, commencing on the 181st day of total disability.

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

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

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

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverages shall become effective on October 5, 1983.

Section 12. Death Benefit. Employees who retire on or after July 1, 1983, 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, 1983 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', Special Agents Team Leaders', Police Training Instructors' and Police Training Coordinators' Salaries.

A. 1983-1984 Salary Ranges.

The 1983-1984 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendix "D", effective July 13, 1983.

The 1983-1984 Salary Ranges for Special Agents, Special Agent Team Leaders, Police Training Instructors and Police Training Coordinators shall be those contained in Appendix "F", effective July 13, 1983.

B. Conversion.

1. Conservation Officers.

Effective July 13, 1983, employees shall convert as follows:

- a. Employees at Step A through E as of July 12, 1983, shall convert to the the same relative salary step within the salary range for their respective classification.
- b. Employees at Step F as of July 12, 1983, shall receive a 4% increase to their rate, but shall remain off step until completing one year of service at old Step F, at which time the employee shall go on step to new Step F.
- c. Employees at Step G as of July 12, 1983, shall convert to new Step F.
- d. Employees at Step H as of July 12, 1983, shall receive a 4% increase to their rate, but shall remain off step until completing one year of service at old Step H, at which time the employee shall go on step to new Step G.
- e. Employees at Step I as of July 12, 1983, shall convert to new Step G.

However, any employee who, as a result of the July 13, 1983 conversion from the old to new salary schedules, would receive less than a 4% increase to his/her rate, shall receive a 4% increase.

Once an employee has converted to the new grid and is on step, future progressions shall be as stated in "E" below.

2. Special Agents, Special Agent Team Leaders, Police Training Instructors and Police Training Coordinators.

Effective July 13, 1983, employees shall convert as follows:

- a. Employees at Step A through E as of July 12, 1983, shall convert to the same relative salary step within the salary range for their respective classification.
- b. Employees at Step F as of July 12, 1983, shall receive a 4% increase to their rate, but shall remain off step until completing a total of three years service at old Steps E and F combined, at which time the employee shall go on step to new Step F.
- c. Employees at Step G as of July 12, 1983, shall convert to new Step F.

- d. Employees at Step H as of July 12, 1983, shall receive a 4% increase to their rate, but shall remain off step until completing a total of three years service at old Steps G and H combined, at which time the employee will go on step to new Step G.
- e. Employees at Step I as of July 12, 1983, shall convert to new Step G.

However, any employee who, as a result of the July 13, 1983 conversion from the old to new salary schedules, would receive less than a 4% increase to his/her rate, shall receive a 4% increase.

Once an employee has converted to the new grid and is on step, future progression will be stated as in "E" below.

C. 1984-1985 Salary Ranges.

The 1984-1985 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendix "E", effective July 11, 1984.

The 1984-1985 Salary Ranges for Special Agents, Special Agent Team Leaders, Police Training Instructors and Police Training Coordinators shall be those contained in Appendix "G", effective July 11, 1984.

- D. Conversion. Effective July 11, 1984, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.

E. Progression.

1. Conservation Officers.

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

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

2. Special Agents and Police Training Instructors and Coordinators.

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

	<u>Step Movement</u>	<u>Required Years of Service</u>
From Step:	A to B	1
	B to C	1
	C to D	1

D to E	1
E to F	3
F to G	3

All increases authorized by Section 1 shall become effective at the start of the pay period nearest to the anniversary date.

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

- F. Salary in New Positions. Employees who are appointed to new classifications having a higher rate of pay during the life of this Agreement shall be advanced at least to the next higher rate of pay within the range or to the minimum salary of the new class, whichever is greater. At the discretion of the Employer, an employee may be appointed at a higher rate than the step specified above.
- G. Work Out of Class. When an employee is expressly assigned to perform all the duties of a position allocated to a different classification that is temporarily unoccupied for reasons other than vacation or short periods of sick leave, and the work out of class assignment exceeds 15 consecutive work days, the employee when assigned to work in a lower or equal class shall be paid for all such hours at the employee's current rate of pay; or when assigned to work in a higher class shall be paid for all such hours at a rate within a higher range which is equal to the minimum rate for the higher class or one step higher than the employee's current salary, whichever is greater.
- H. Probationary Period. Employees hired into the classes of Natural Resources Specialist I, III or IV, Special Agent and Special Agent Team Leader or Police Training Instructor and Police Training Coordinator 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.
- I. An employee who demotes in lieu of layoff shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted.

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

Section 2. State Patrol Salaries.

- A. 1983-1984 Salary Ranges. The 1983-1984 Salary Ranges for Trooper, Trooper 1 and Corporal shall be those contained in Appendix "H," effective July 13, 1983.
- B. Conversion. Effective July 13, 1983, all employees shall convert as follows:

1. Trooper. Troopers at the Base through 7 year steps of the range as of July 12, 1983, shall convert to the Base through 7 year steps within the new salary range. Troopers at the 12 and 13 year steps of the range as of July 12, 1983, shall move to the maximum of the new range.
2. Trooper 1. Trooper 1's at the 5 year step as of July 12, 1983, shall convert to the 5 year step of the new range. Trooper 1's at the 12 and 13 year steps of the range as of July 12, 1983, shall convert to the maximum of the new range.
3. Corporal. Corporals at the 10 and 13 year steps of the range as of July 12, 1983, shall convert to the 10 and 13 year steps respectively within the new salary range. Corporals at the 20 year step as of July 12, 1983, shall convert to the maximum of the new range.

However, any employee who, as a result of the July 13, 1983 conversion from the old to new salary schedules, would receive less than a 4% increase to his/her rate, shall receive a 4% increase.

- C. 1984-1985 Salary Ranges. The 1984-1985 Salary Ranges for Trooper, Trooper I and Corporal shall be those contained in Appendix "I," effective July 11, 1984.
- D. Conversion. Effective July 11, 1984, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.
- E. Station Sergeant Pay. Employees designated as "Station Sergeant" shall receive an additional three percent (3%) above the current rate rounded to the nearest dollar for the duration of the appointment.
- F. Freeway Trooper Pay. Employees who are permanently assigned exclusively to Twin City Metropolitan freeway duty shall be designated as Freeway Trooper and shall be compensated \$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 State Patrol Officer Chief.
- G. Shift Differential. Because of the frequency of changes in shift assignments, starting and stopping times, and rotation of shifts, thereby making shift premiums difficult to determine, effective the first payroll period after July 1, 1975, the Employer will increase the wages of all employees fifteen (\$15.00) dollars per month in lieu of any shift differential.
- H. Pilot Pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Fixed Wing) and licensed by the F.A.A. as Fixed Wing pilots shall receive a differential equal to 8% of his/her base pay, in addition to that base pay. Personnel designated by the Chief State Patrol Officer as as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive a differential equal to 10% of his/her base pay, in addition to that base pay. The Chief Pilot as designated by the Chief State Patrol Officer shall be compensated at the same rate of pay as Captain during his/her assignment as Chief Pilot. If any State Patrol Pilot holds both the Fixed Wings and Helicopter pilot ratings, he/she shall receive compensation for the Helicopter Pilot rating only.

- I. Probationary Period. Employees hired into the class of Trooper shall serve a probationary period of 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.
- J. Troopers who move between classes shall be assigned to the rate of pay corresponding to their total length of service in the State Patrol since their last date of hire.
- K. Special Assignment Differential. Troopers assigned to mobile scales, warrants, motor vehicle inspection, safety education and civil weights shall receive an additional 2% above their current rate, rounded to the nearest dollar, for the duration of the Agreement.

ARTICLE XXIX

EARLY RETIREMENT INCENTIVES

Employees who have attained the age of fifty-five (55) years and not yet sixty-five (65) years on or before September 1, 1983 and no later than November 30, 1983, and who retire earlier than required, who are covered by the Highway Patrol Retirement Fund, and who have twenty (20) years of state service may apply during the period from September 1, 1983 through November 30, 1983 for an early retirement incentive. These employees shall receive the state-paid portion of health insurance benefits for themselves and their dependents until the employees attain the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of Article XXVII, Insurance, but shall be provided with health insurance coverage which the employee was entitled to at the time of retirement, subject to any changes in coverage negotiated through this Agreement or subsequent Agreements or adopted pursuant to Article XXVII, Insurance.

Health insurance coverage shall be coordinated with insurance benefits provided through Medicare.

Each employee electing to retire under this provision shall file an application with the Appointing Authority or designee who shall prepare a report showing how the early retirement of said employee will result in direct cost savings to the State in the current biennium. The report shall be submitted to the Commissioner of the agency who shall either authorize or deny the early retirement request on the basis of the report. The employee shall not be eligible for payment of health insurance under this provision until so authorized by the Commissioner. The decision of the Commissioner shall not be grievable or arbitrable under any provision of this contract.

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.

Beginning September 1, 1984 through November 30, 1984, employees who have turned age 55 since the preceding open window period may apply for the above-stated early retirement incentive. Employees who were eligible to take early retirement during the first time period shall not be eligible in this subsequent time period.

ARTICLE XXX

SAVINGS CLAUSE

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

COMPLETE AGREEMENT AND WAIVER CLAUSE

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

ARTICLE XXXII

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the 23rd day of August, 1983, subject to ratification by the Seventy-Third (73rd) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 1985.

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 _____, 1983.

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 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	¾	1	1-¼	1-½	1-½	1-¾	1-¾
At least 19½, but less than 29½	1	1-¼	1-¾	2	2	2-¼	2-¼
At least 29½, but less than 39½	1-½	2	2-¾	3	3	3-¼	3-½
At least 39½, but less than 49½	2	2-½	3-½	3-¾	4	4-¼	4-½
At least 49½, but less than 59½	2-½	3-¼	4-½	4-¾	5	5-½	5-¾
At least 59½, but less than 69½	3	3-¾	5-¼	5-¾	6	6-½	6-¾
At least 69½, but less than 79½	3-½	4-½	6-¼	6-¾	7	7-½	8
At least 79½	4	5	7	7-½	8	8-½	9

APPENDIX B - SICK LEAVE

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

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

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

APPENDIX C - CODE OF ETHICS

Statement of purpose.

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

Definitions.

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

APPENDIX C (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 (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;

APPENDIX C (Cont.)

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

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

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

APPENDIX D

Effective July 13, 1983 - July 10, 1984

Series P, Ranges 10-13

Step:		A	B After 1 year	C After 1 Add. Yr.	D After 1 Add. Yr.	E After 1 Add. Yr.	F After 3 Add. Yrs.	G After 1 Add. Yr.
Natural Resources Specialist I (Cons. Officer)	YR MO HR	17,894 1491 8.57	18,521 1543 8.87	19,189 1599 9.19	19,878 1656 9.52	20,609 1717 9.87	21,360 1780 10.23	22,195 1850 10.63
Natural Resources Specialist II (Cons. Officer)	YR MO HR	18,521 1543 8.87	19,189 1599 9.19	19,878 1656 9.52	20,609 1717 9.87	21,360 1780 10.23	23,010 1917 11.02	24,764 2064 11.86
Natural Resources Specialist III (Cons. Officer)	YR MO HR	20,609 1717 9.87	21,360 1780 10.23	22,195 1850 10.63	23,010 1917 11.02	23,845 1987 11.42	25,662 2138 12.29	27,645 2304 13.24
Natural Resources Specialist IV	YR MO HR	23,010 1917 11.02	23,845 1987 11.42	24,764 2064 11.86	25,662 2138 12.29	26,664 2222 12.77	28,689 2391 13.74	30,902 2575 14.80

APPENDIX E

Effective July 13, 1984 - July 10, 1985

Series P, Ranges 10-13

Step:		A	B After 1 year	C After 1 Add. Yr.	D After 1 Add. Yr.	E After 1 Add. Yr.	F After 3 Add. Yrs.	G After 1 Add. Yr.
Natural Resources								
YR		18,708	19,356	20,045	20,776	21,527	22,321	23,198
Specialist	MO	1559	1613	1670	1731	1794	1860	1933
I (Cons. Officer)	HR	8.96	9.27	9.60	9.95	10.31	10.69	11.11
Natural Resources								
YR		19,356	20,045	20,776	21,527	22,321	24,054	25,870
Specialist	MO	1613	1670	1731	1794	1860	2004	2156
II (Cons. Officer)	HR	9.27	9.60	9.95	10.31	10.69	11.52	12.39
Natural Resources								
YR		21,527	22,321	23,198	24,054	24,910	26,810	28,898
Specialist	MO	1794	1860	1933	2004	2076	2234	2408
III (Cons. Officer)	HR	10.31	10.69	11.11	11.52	11.93	12.84	13.84
Natural Resources								
YR		24,054	24,910	25,870	26,810	27,854	29,984	32,301
Specialist	MO	2004	2076	2156	2234	2321	2499	2692
IV	HR	11.52	11.93	12.39	12.84	13.34	14.36	15.47

APPENDIX F

Effective July 13, 1983 - July 10, 1984

Series P, Range 20-23

Step:		A	B After 1 Year	C After 1 Add. Year	D After 1 Add. Year	E After 1 Add. Year	F After 3 Add. Years	G After 3 Add. Years
Police Training Instructor	YR	20,964	21,673	22,425	23,219	24,012	25,766	27,666
	MO	1747	1806	1869	1935	2001	2147	2306
	HR	10.04	10.38	10.74	11.12	11.50	12.34	13.25
Police Training Coordinator	YR	22,425	23,219	24,012	24,868	25,766	27,666	29,733
	MO	1869	1935	2001	2072	2147	2306	2478
	HR	10.74	11.12	11.50	11.91	12.34	13.25	14.24
Special Agent	YR	25,286	26,121	27,060	28,084	29,065	30,694	32,322
	MO	2107	2177	2255	2340	2422	2558	2694
	HR	12.11	12.51	12.96	13.45	13.92	14.70	15.48
Special Agent Team Leader	YR	26,121	27,060	28,084	29,065	30,067	32,322	34,703
	MO	2177	2255	2340	2422	2506	2694	2892
	HR	12.51	12.96	13.45	13.92	14.40	15.48	16.62

APPENDIX G

Effective July 13, 1984 - July 10, 1985

Series P, Range 20-23

Step:		A	B After 1 Year	C After 1 Add. Year	D After 1 Add. Year	E After 1 Add. Year	F After 3 Add. Years	G After 3 Add. Years
Police Training Instructor	YR	21,903	22,655	23,427	24,263	25,098	26,935	28,919
	MO	1825	1888	1952	2022	2091	2245	2410
	HR	10.49	10.85	11.22	11.62	12.02	12.90	13.85
Police Training Coordinator	YR	23,427	24,263	25,098	25,996	26,935	28,919	31,069
	MO	1952	2022	2091	2166	2245	2410	2589
	HR	11.22	11.62	12.02	12.45	12.90	13.85	14.88
Special Agent	YR	26,413	27,290	28,272	29,357	30,380	32,072	33,784
	MO	2201	2274	2356	2446	2532	2673	2815
	HR	12.65	13.07	13.54	14.06	14.55	15.36	16.18
Special Agent Team Leader	YR	27,290	28,272	29,357	30,380	31,424	33,784	36,269
	MO	2274	2356	2446	2532	2619	2815	3022
	HR	13.07	13.54	14.06	14.55	15.05	16.18	17.37

APPENDIX H

Effective July 13, 1983 - July 10, 1984

Series P, Range 1-3

		Base	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
Trooper	YR	18,646	19,377	20,922	21,673	22,634	23,803	24,638	26,559
	MO	1554	1615	1743	1806	1886	1984	2053	2213
	HR	8.93	9.28	10.02	10.38	10.84	11.40	11.80	12.72
		After 5 Years	After 10 Years						
Trooper 1	YR	24,638	26,559						
	MO	2053	2213						
	HR	11.80	12.72						
		After 10 Years	After 13 Years	After 17 Years					
Corporal	YR	26,559	26,768	26,977					
	MO	2213	2231	2248					
	HR	12.72	12.82	12.92					

APPENDIX I

Effective July 13, 1984 - July 10, 1985

Series P, Range 1-3

		Base	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
Trooper	YR	19,481	20,254	21,861	22,655	23,657	24,868	25,745	27,750
	MO	1623	1688	1822	1888	1971	2072	2145	2312
	HR	9.33	9.70	10.47	10.85	11.33	11.91	12.33	13.29
		After 5 Years	After 10 Years						
Trooper 1	YR	25,745	27,750						
	MO	2145	2312						
	HR	12.33	13.29						
		After 10 Years	After 13 Years	After 17 Years					
Corporal	YR	27,750	27,979	28,188					
	MO	2312	2332	2349					
	HR	13.29	13.40	13.50					

APPENDIX J - INSURANCE

Employee Group Life & Health Care Program STATE OF MINNESOTA October 5, 1983

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

* * * * *

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

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

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

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

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

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

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

APPENDIX J (Cont.)

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

Employee Group Life &
Health Care Program

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

**CENTRAL MINNESOTA
GROUP HEALTH PLAN**

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
	(In-patient and clinical)	
	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
----------------------------	--

OUT PATIENT EMERGENCY	100% coverage
------------------------------	---------------

PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.
-----------------------------	--

EYE GLASSES	Available at reduced cost at participating optical stores.
--------------------	--

MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
------------------------------------	--

OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
--	--

OUTPATIENT	Covered under out-patient mental health.
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SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
------------------------------	---

OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
-----------------------------	--

DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
--------------------	--

PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	CMGHP provides conversion to a self pay CMGHP membership.
------------------------	---

**COORDINATED HEALTH
CARE**

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

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

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

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

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

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

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.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

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

Full plan level of benefits if in plan service area.

GROUP HEALTH PLAN
INC.

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

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

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

Member pays \$2 per prescription at HMOM participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMOM participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOM physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

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 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.

No restrictions.

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

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

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

MEDCENTER HEALTH
PLAN

NICOLLET EITEL HEALTH
PLAN

MED CENTER and NICOLLET EITEL Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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), and purchased at NEHP pharmacy.

\$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.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area MCHP provides conversion to non-group HMO membership in MCHP. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

**PHYSICIANS HEALTH
PLAN**

SHARE HEALTH PLAN

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

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

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

Discounts for eye glasses are available through participating optical centers.

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.

Same coverage as above.

80% coverage for emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident.

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.

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.

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

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

100% coverage for 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 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 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.

Available at a substantial discount through SHARE.

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 \$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.

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

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.

No restrictions.

Available through SHARE at same level of benefits for persons residing in the service 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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

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

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

GROUP HEALTH ASSOCIATION
OF NE MINNESOTA
See later brochure for specific
coverage.

<u>HOSPITAL SERVICES</u>	<u>BLUE CROSS AND BLUE SHIELD OF MINNESOTA</u>
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GENERAL ADMISSIONS	Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).
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Services from a licensed hospice will be covered whenever available.

*Note exceptions

NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.
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CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.
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MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.
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OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.
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PHYSICIANS' SERVICES

SURGERY	Benefit is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.
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ANESTHESIOLOGY	90% of the usual, customary and reasonable fee.
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HOSPITAL VISITS	\$15 for first day. \$5 a day for next 364 days. Necessary consultation fees under Major Medical.
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MENTAL HEALTH	80% of first \$750 Remainder covered under Major Medical with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.
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X-RAY AND LABORATORY	Up to \$100 a year. Remainder under Major Medical.
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OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.
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OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury. See Major Medical description.
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MISCELLANEOUS

PRESCRIPTIONS	80% paid under Major Medical. See Major Medical description.
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MAJOR MEDICAL	\$100.00 calendar year deductible per person. 80% reimbursement on expense exceeding the deductible. \$500,000 maximum.
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Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

DULUTH (218) 722-3371 ST. CLOUD (612) 253-8300	MANKATO (507) 345-4406 TWIN CITIES (612) 456-5090
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OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

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

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

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

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

2. Spouse life insurance may be applied for in an amount not to exceed 50% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below.*) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

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

ST. PAUL LIFE INSURANCE COMPANY

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

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

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

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

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage -- \$.59 per 2-week pay period. Cost per \$100 of coverage — \$1.18 per 2-week pay period.

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

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

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

* 10/5/83 rates not available at time of this printing.

Central Minnesota Group Health Plan
Phone: 253-5220

CLINIC

GRUMP 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, P.A.
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Hoyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Hoyt-Lakes

Group Health Plan, Inc.
Phone: 623-8504

* 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

HMO LOCATIONS

* GROUP HEALTH RIVERSIDE MEDICAL CENTER
606 24th Ave. So., Minneapolis, MN

* GROUP HEALTH SAINT PAUL MEDICAL CENTER
Wabasha & Plato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 96 White Bear Lake, MN

* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Pennock Lane
Apple Valley, 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMOM)

HMOM provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 Zilla St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS

MERCY MEDICAL CENTER
4050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55441

RIDGEDALE MEDICAL CENTER
13911 Ridgedale Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Highway 7, Minnetonka, MN 55343

HOPKINS MEDICAL CENTER
47 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON MEDICAL CENTER
4200 W. Old Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BLDG.
Suite 206, 825 So. 8th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
4651 Nicols Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Exc. Blvd., St. Louis Park, MN

CLINIC

INVER GROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Inver Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3220 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 N. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 N. Ruth Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2579 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GORMAN CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Nicollet/Eitel Health Plan
Phone: 332-5360

CLINICS

BLOOMINGTON NICOLLET CLINIC
7901 Xerxes Ave. S.
Bloomington, Minnesota

BURNSVILLE NICOLLET CLINIC
38th and Nicollet
Burnsville, Minnesota

EAGAN NICOLLET CLINIC
Cedar Ave. & Cliff Road
Eagan, Minnesota

MINNEAPOLIS NICOLLET CLINIC
Franklin & Blaisdell Avenue
Minneapolis, Minnesota

RIDGEDALE NICOLLET CLINIC
494 & Hwy. 12
Minnetonka, 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 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 936-1200.

Share Health Plan
Phone: 854-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Nicollet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue No., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinwood Lane & 62nd Place, Maple Grove 55441

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

UNITY HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL
6401 France Ave. S., Edina, MN

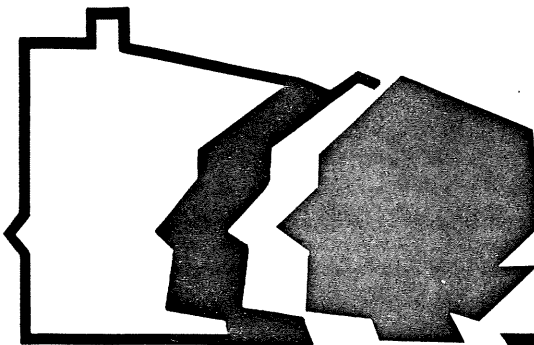
VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

BETHESDA HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue No., Minneapolis, MN

(Insurance Plans)

**State of
Minnesota**



DEPARTMENT OF EMPLOYEE RELATIONS

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

July 22, 1983

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
State Capitol
St. Paul, Minnesota 55155

Dear Senator Nelson:

I am submitting herewith the 1983-85 negotiated collective bargaining agreement between the State of Minnesota and AFSCME, Council No. 6, AFL-CIO for review and approval of the Commission.

This contract covers the following State employee bargaining units:

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

The contract has been ratified by the members of the bargaining units and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Additionally, I have enclosed a summary of the economic costs and the salary/fringe benefit provisions of the contract.

Thank you for your consideration of this request.

Sincerely,

Lance Teachworth
Deputy Commissioner
Labor Relations Bureau

LT:cm

Enclosure

cc: Commission Members

SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT WITH AFSCME, COUNCIL NO. 6

SALARY

General Wage Adjustment

7/1/83: 4% or .25 per hour, whichever is greater, Across-the-board, all units.

7/1/84: 4.5% or .30 per hour, whichever is greater, Across-the-board, all units.

Pay Equity Adjustments

Pay equity adjustments for female dominated classifications granted 7/1/83 and 7/1/84 in accord with M.S. 43A.05, Subd. 5. (See attached list and fiscal data.)

Other

--Increased shift differential from .30 per hour to .35 per hour.

--Increased heavy equipment operation differential of .05 per hour.

INSURANCE AND BENEFITS

--Changed eligibility for state-paid insurance so that employees working between 50%-75% time receive one-half of state's insurance premium contribution.

--Continued existing insurance benefits and deductibles, except that out-patient nervous, mental, and chemical dependency treatment was changed as follows:

Old Plan

-Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime

-100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but employees must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

--State will continue to pay employee insurance premium up to the Blue Cross/Blue Shield premium, and 90% of the BC/BS premium for dependent coverage. Employees must pay the difference for higher priced carriers.

--Provided for two other cost containment plans within BC/BS plan:

- a) Hospital Aware. Metropolitan area preferred hospital plan
- b) Physician's Aware. A preferred provided plan covering physicians

--Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).

--Added additional category of state paid term life insurance of \$30,000 for employees earning over \$25,000 per year.

--Dental insurance: no changes, state continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.

--Added two additional vacation accrual rates:

- | | |
|--|---|
| 1) Employees with 25-30
years of service | -increased accrual from 8 hours
to 8½ hours per pay period |
| 2) Employees with more than
30 years of service | -increased accrual from 8 hours
to 9 hours per pay period |

--Provided for unpaid leaves of absence, with benefits, if such leaves would otherwise eliminate layoffs. Granting of the leaves is at the discretion of the appointing authorities.

--Provided for early retirement incentives for members of the Corrections Early Retirement Plan. Under the plan, employees receive state-paid medical insurance benefits if they retire earlier than required.

Department of Employee Relations, 7/22/83.

I. Bargaining Unit Composition:

Unit 2 - Craft, Maintenance and Labor
Unit 3 - Service
Unit 4 - Health Care Non-Professional
Unit 6 - Clerical - Office
Unit 7 - Technical
Unit 8 - Correctional Counselor

II. Exclusive Representative: American Federation of State, County and Municipal
Employees, Council No. 6, AFL-CIO

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$537,388,690	\$40,996,549
FICA + Retirement	68,301,774	6,647,447
Insurance	<u>50,142,090</u>	<u>4,985,898</u>
TOTAL	\$655,832,554	\$52,629,894

Department of Employee Relations 7/22/83

Impact of Pay Equity on General Fund

<u>Unit</u>			<u>General Fund</u>
3	FY84	Est. Cost	\$1,203,445
		Allocated	356,143
		Expended	355,691
		Difference	452
	FY85	Est. Cost	1,203,445
		Allocated	380,847
		Expended	379,208
		Difference	1,639
4	FY84	Est. Cost	4,548,993
		Allocated	1,346,211
		Expended	1,340,611
		Difference	5,600
	FY85	Est. Cost	4,548,993
		Allocated	1,439,591
		Expended	1,385,708
		Difference	53,883
6	FY84	Est. Cost	7,628,099
		Allocated	2,257,429
		Expended	2,231,513
		Difference	25,916
	FY85	Est. Cost	7,628,099
		Allocated	2,414,016
		Expended	2,401,072
		Difference	12,944
7	FY84	Est. Cost	398,468
		Allocated	117,921
		Expended	104,089
		Difference	13,832
	FY85	Est. Cost	398,468
		Allocated	126,101
		Expended	72,974
		Difference	53,127

Dept. of Employee Relations
7/22/83

Impact of Pay Equity on Individual Classes

Class title	Ranges to Equity	FY84 Ranges	FY85 Ranges	Ranges Remaining
<hr/>				
<u>Unit 3</u>				
cook	6	2	1	3
dining hall coord	6	2	2	2
food svce worker	4	1	2	1
lab attendant 1	4	2	2	0
laundry assistant	5	1	2	2
laundry supervisor	8	4	1	3
sec/com sys monitor	2	1	1	0
sewing mach oper	7	4	1	2
<u>Unit 4</u>				
hss	8	2	3	3
hst,sr	8	2	1	5
lpn 1	8	2	3	3
lpn2	6	2	2	2
<u>Unit 6</u>				
account clerk	8	3	3	2
acct clerk, senior	6	2	2	2
admin sec	6	2	2	2
adm/gift shop clk	9	2	5	2
buyer aide	6	3	1	2
buyer assistant	6	2	2	2
cap centrex oper sr	6	2	2	2
cashier	6	2	2	2
clerk 1	7	2	3	2
clerk 2	7	2	3	2
clerk 3	6	2	3	1
clerk 4	8	2	3	3
steno 1	7	2	2	3
steno 2	5	2	2	1
steno 3	6	2	2	2
steno 4	7	2	2	3
typist 1	8	3	2	3
typist 2	7	2	3	2
typist 3	8	3	2	3
typist 4	8	3	2	3
college bkstre coor	7	2	3	2
college cashier	6	2	2	2
consumer aide	4	2	2	0
consumer aide, sr	8	2	3	3
data entry oper	5	3	2	0
data entry oper 1d	4	2	2	0
data entry oper sr	5	3	2	0
data proc coord 1	6	2	2	2
data proc coord 2	1	1	0	0
dictaphone oper	6	2	2	2
dvs aide	7	2	3	2
es asst	7	2	3	2
es tech	8	2	3	3
es tech int	7	2	3	2

Class title	Ranges to Equity	FY84 Ranges	FY85 Ranges	Ranges Remaining
es tech sr	7	2	3	2
exec 1	6	3	2	1
exec 2	4	2	2	0
fin aids asst	6	2	2	2
fingerprint tech	5	2	1	2
hlth prog aide	7	2	3	2
human rts aide	7	2	3	2
legal secretary	5	2	2	1
legal secretary, sr	5	2	2	1
legal text edit spe	2	2	0	0
medical asstce prog	4	2	2	0
med claims tech 1	5	2	1	2
med claims tech 2	4	2	2	0
med claims tech 3	5	2	1	2
med records clk	8	2	3	3
microfilmer	8	2	3	3
mt/sc operator	3	2	1	0
reimbursement clk	7	2	3	2
soc worker aide	7	2	3	2
student svces asst	10	2	3	5
switchbd operator	8	2	3	3
teletype operator	6	2	2	2
teletype oper sr	3	2	1	0
typing svces coord	6	2	2	2
uc clerk	8	2	3	3
word proc oper 1	8	3	3	2
word proc oper 2	7	3	2	2
word proc oper 3	6	3	2	1
<u>Unit 7</u>				
accting tech	3	1	1	1
alcohol prob assesor	3	2	1	0
bacteriology aide	4	2	2	0
beauty operator	4	2	1	1
beauty shop inspect	5	3	1	1
cereal chemist	8	1	1	6
dental assistant	3	2	1	0
dental asst, reg	4	2	1	1
dental hygienist	2	1	1	0
library tech	4	1	2	1
medical lab tech 1	8	4	2	2
medical lab tech 2	5	2	1	2
medical records tech	7	3	1	3
med records tech sr	8	2	2	4
pharmacy tech	3	2	1	0
radiologic tech	7	3	2	2

AGREEMENT

between

MINNESOTA STATE EMPLOYEES UNION
AFSCME, COUNCIL NO. 6,
AFL-CIO

and the

STATE OF MINNESOTA

July 1, 1983 through June 30, 1985

ARTICLE I

PREAMBLE

This Agreement is made and entered into this 1st day of July, 1983, 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 sixty-seven (67) working days in any calendar year are excluded from this Agreement.

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

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

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

ARTICLE 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. Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification with the State of Minnesota.

"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.

"Classification Seniority" for the classes of Highway Field Assistant and Highway Technician shall be combined and considered "Classification Seniority" for the purpose of layoff.

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 with the State of Minnesota.

- C. 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 include service in a position in a bargaining unit not represented by the Union, but shall include service in a position excluded from any bargaining unit.

- D. Seniority Units. "Seniority Unit" is defined as all employees in bargaining units represented by the Union in each agency as listed in Appendix H.

- 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.

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements. Employees shall continue to have their seniority calculated as provided for under the 1981-1983 collective bargaining agreement or memoranda of understanding except as specifically provided elsewhere in this Agreement.

Section 3. Seniority Rosters. No later than November 30 and May 31 of each year Appointing Authorities shall prepare and post on all employee bulletin boards seniority rosters 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 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 State Seniority. Should a tie still exist, seniority shall be determined by length of prior State service. Should a tie still exist, seniority shall be determined by lot.

Section 4. Appeals. Employees shall have forty-five (45) 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.

Employees on extended absences of more than fourteen (14) calendar days shall have thirty (30) calendar days from their return to work to notify their Appointing Authority of any disagreements over the Seniority Rosters.

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, or to change the normal work day between an eight (8) and ten (10) hour 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, or to change the normal work week between a four (4) and a five (5) day week, 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. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Section F. 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 who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

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. In the event a change is necessary as much advance notice as possible shall be given to the employee.

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, such employee 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 (7½) 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 who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.
- 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 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 based on State Seniority within or among class(es) as determined by the Appointing Authority 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 and/or two (2) shift changes 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.

4. See Appendix M, entitled "Hours of Work Committee."

- 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 ($1\frac{1}{2}$).

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).

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 and employees of the Department of Education, Faribault Residential Schools returning from leaves of absence, 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 Representative upon request. The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Appointing Authority. The Appointing Authority shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees. In Units 3 and 4, the assignment shall be rotated each pay period beginning with the least senior capable employee based on Classification Seniority. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

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

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

B. Employees in Units 2 and 3, Department of Transportation, Metropolitan Maintenance.

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.

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
Economic Security

- 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.

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

Section 6. Call In and Call Back.

Call In. 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 employees assigned to a Monday through Friday five (5) day operation:

Monday, July 4, 1983 - Independence Day
Monday, September 5, 1983 - Labor Day
Friday, November 11, 1983 - Veterans Day
Thursday, November 24, 1983 - Thanksgiving Day
Friday, November 25, 1983 - Day after Thanksgiving
Monday, December 26, 1983 - Christmas
Monday, January 2, 1984 - New Year's
Monday, February 20, 1984 - Presidents Day
Monday, May 28, 1984 - Memorial Day
Wednesday July 4, 1984 - Independence Day
Monday, September 3, 1984 - Labor Day
Monday, November 12, 1984 - Veterans Day
Thursday, November 22, 1984 - Thanksgiving Day
Friday, November 23, 1984 - Day after Thanksgiving
Tuesday, December 25, 1984 - Christmas
Tuesday, January 1, 1985 - New Year's
Monday, February 18, 1985 - Presidents Day
Monday, May 27, 1985 - Memorial Day

- B. The following days shall be observed as paid holidays for employees assigned to a six (6) or seven (7) day operation:

Monday, July 4, 1983 - Independence Day
Monday, September 5, 1983 - Labor Day
Friday, November 11, 1983 - Veterans Day
Thursday, November 24, 1983 - Thanksgiving Day
Friday, November 25, 1983 - Day after Thanksgiving

Sunday, December 25, 1983 - Christmas
Sunday, January 1, 1984 - New Year's
Monday, February 20, 1984 - Presidents Day
Monday, May 28, 1984 - Memorial Day
Wednesday July 4, 1984 - Independence Day
Monday, September 3, 1984 - Labor Day
Sunday, November 11, 1984 - Veterans Day
Thursday, November 22, 1984 - Thanksgiving Day
Friday, November 23, 1984 - Day after Thanksgiving
Tuesday, December 25, 1984 - Christmas
Tuesday, January 1, 1985 - New Year's
Monday, February 18, 1985 - Presidents Day
Monday, May 27, 1985 - 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 State Seniority within the employee's work unit. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by 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 designate substitute days for the observance of Veterans Day and Presidents Day for those employees employed on an academic school year in the State University System and the Community College System. The Local Union shall be consulted before the academic calendar is determined. For those employees not employed on an academic school year, 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 employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

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

Intermittent employees shall receive a holiday if they work the day before and the day after the holiday or if they work on a holiday. Intermittent employees working in an operation with a five (5) or a six (6) day work week shall receive holiday pay if they work the last scheduled work day for that operation before and the first scheduled work day for that operation after the 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.

Employees employed on an academic school year basis shall be eligible for the Christmas and New Year's holidays provided they are in payroll status on the last scheduled work day prior to the Christmas break and the first scheduled work day following the break.

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. 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.

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

B. Payment. 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 ninety (90) calendar days of the last date of the pay period in which the holiday occurs. The supervisor and the employee shall make an effort to agree to the date of the alternate holiday. If there is no agreement at the end of the ninety (90) days, the Appointing Authority shall designate five (5) days within the next thirty (30) day period, and the employee shall select one (1) of them.

Employees whose holiday pay is pro-rated shall also be compensated in the above manner for work on a holiday.

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.

- A. Eligibility for Accrual. 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 accrue vacation leave after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency, temporary, or non-tenured laborer status from a layoff status shall continue to be eligible to accrue vacation leave.
- B. Eligibility for Vacation Use. An employee may 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 with the date of hire. However, intermittent employees may use vacation after six (6) months from the date of hire and tenured laborers may use vacation from the date of tenure. Eligible employees appointed to emergency, temporary or non-tenured laborer status from a layoff status shall continue to use vacation leave.

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 through 25 years	8 working hours
After 25 through 30 years	8 1/2 working hours
After 30 years	9 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 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 after June 30, 1983, and within four (4) years of the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for Length of Service that existed at the time of such separation. This method shall not be used to change any Length of Service requirements determined prior to July 1, 1983.

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.

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.

Upon request, employees on extended sick leave may use vacation leave instead of sick leave provided they meet the criteria of sick leave use and would exceed the vacation leave maximum in that payroll period.

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 in a work unit on vacation at the same time, the Appointing Authority shall determine whether conflicts over vacation periods shall be resolved among classes or within a particular class based upon staffing needs. In either event, vacation schedules shall be established on the basis of State Seniority within the employee's work unit.

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

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

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. In the event of the disability or hospitalization of the employee's spouse, minor or dependent children, or parent living in the same household of the employee and the employee's attendance is necessary while the employee is on vacation, vacation leave shall be changed to sick leave, effective the date of the disability or hospitalization, upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statements shall be provided as soon as possible after the illness, disability or hospitalization occurs.

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

Section 6. Vacation Rights. An employee transferring to the service of another Appointing Authority shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. 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 sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency, temporary, or non-tenured laborer status from a layoff status shall continue to be eligible to accrue and use sick leave.

Section 2. Sick Leave Accrual. All eligible employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility 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 after June 30, 1983, and within four (4) years of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement. This method shall not be used to change sick leave balance restorations determined prior to July 1, 1983. However, after June 30, 1983, an employee who has received severance pay shall have his/her sick leave balance restored at sixty (60) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus seventy-five (75) percent of the employee's accumulated but unused sick leave bank.

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 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 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.

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

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

An employee on extended sick leave who has used all of his/her sick leave accumulation and who still meets the criteria for sick leave use, shall have the right to use the vacation leave to the extent of the employee's vacation accumulation.

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 increments 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.

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

An employee who uses sick leave or vacation leave while awaiting the Workers' Compensation determination, shall return that part of the Workers' Compensation check which covers that waiting period to the Appointing Authority. The Appointing Authority shall credit back to the employee's sick leave or vacation leave the number of hours equal to the amount of the Workers' Compensation check divided by the employee's hourly rate.

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.

Section 8. Worker's Compensation. The parties agree to meet and confer for the purpose of discussing ways and means of facilitating the return to work of employees receiving Worker's Compensation.

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, including, upon request by the employee, a statement of the Appointing Authority's intent regarding whether or not the employee's position will be filled permanently. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence.

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, wards, or stepchildren 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 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: The Commissioner of Employee Relations, 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.

Within ninety (90) calendar days of the execution of this Agreement, each State agency shall meet and confer with the Union regarding emergency leave.

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. Leave time for service on a Union Master Negotiating Team shall also be considered as paid leave for purposes of eligibility for holiday pay.

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

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/class option in his/her seniority unit, or a position of comparable duties and pay within his/her seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. (See also Article XII, Section 6A, 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. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

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, including transportation if required, shall be arranged. The Appointing Authority shall provide assistance to employees in filling out all necessary Workers' Compensation forms, when requested.
- D. Any medical examination required by the Appointing Authority shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report.
- E. The parties agree to meet and confer regarding safety concerns and the provision of training for employees regarding safety.

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.

Section 5. Department of Public Welfare. Prior to May, 1984, the Appointing Authorities and the Local Unions in the Department of Public Welfare shall meet and confer on the possible scheduling of summer hours for institution laundry facilities.

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. When a position occupied by a tenured laborer becomes open and meets the criteria for a vacancy, it shall be posted for bids from tenured laborers.

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

Section 2. Work Areas. The Appointing Authority may define and/or redefine work areas provided that such work areas are based upon reasonable staffing and/or operational needs of the Appointing Authority and do not unreasonably diminish the bidding rights of employees.

Section 3. 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 request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and 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 4. 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. When the ten (10) calendar day posting requirement would be met on a Saturday, Sunday or holiday, the expiration date of the

- 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.
- B. Compensatory Time Accrual and Liquidation. Compensatory time may be accrued to a maximum of eighty (80) hours. The 80 hours may be exceeded upon approval of the Appointing Authority or his/her designee and may be liquidated at straight time in cash or compensatory time at the option of the Appointing Authority.

Compensatory time will be liquidated at a time mutually agreeable to the employee and his/her supervisor; the employee may 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. It is recognized that because of the nature of their work, employees covered by this Agreement are frequently required to work varied hours, work on holidays, weekends, opening days and during periods of unexpected emergencies. The Appointing Authority will pay cash at the hourly rate at which it was earned for all approved overtime hours worked in excess of the eighty (80) hour payroll period. Such overtime may be paid only for overtime hours assigned by the Appointing Authority and upon certification by the employee that these scheduled hours have actually been worked. The Appointing Authority may, at its discretion, permit employees to work hours in excess of eighty (80) hours in a payroll period to meet specified emergencies and other designated on-going enforcement activities. The Appointing Authority shall only be liable for overtime hours, to be paid in cash at the straight time rate, actually worked and recorded, but in no event shall it be liable for more than two hundred 200 hours for each of the following 13 consecutive pay periods:

June 29, 1983 through December 27, 1983
December 28, 1983 through June 26, 1984
June 27, 1984 through December 25, 1984
December 26, 1984 through June 26, 1985

Payment for approved overtime will be made in the payroll period in which it was earned or in the subsequent payroll period. Any such hours certified as worked in excess of two hundred (200) hours during 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.

Section 4. General Policy. Nothing in this Article shall be construed to provide for the pyramiding of overtime nor to guarantee a minimum or maximum number of overtime hours to any employee.

ARTICLE XXVI

SENIORITY

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

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

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

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

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

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

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

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

posting shall be the day following the weekend or holiday. 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, the shift, if applicable, 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. A list of Junior/Senior Plans in existence as of July 1, 1983 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 5. Eligibility for Bidding. Employees in a different employment condition or different shift from the posted vacancy or in a work area different from the posted vacancy shall be eligible to bid for any vacancy within their class (or option or other options for which they are qualified as determined by the Appointing Authority) and seniority unit. Unclassified and probationary employees are not eligible to bid. However, probationary employees may bid to a different employment condition. Any employee who has successfully filled a vacancy via a bid other than a seasonal work crew vacancy shall not be entitled to bid on another vacancy for a period of four (4) months following the date upon which the employee exercised the bid.

Section 6. 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, (for a posted vacancy in a Junior/Senior Plan, Classification Seniority is the combined Classification Seniority of classes in the Junior/Senior Plan) 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.

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

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

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

B. Seniority Unit Layoff List:

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 or when a routine service position is filled, 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 or who have expressed interest in the Routine Service position in the order of State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list or referred for Routine Service appointment; or,
2. 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 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. 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), employment condition and location for which a Class (or Class Option) Layoff List exists. In addition, when an employee requests to transfer or demote to the same class (or class option) or an equal or lower class (or class option) in which the employee previously served or for which the employee is determined to be qualified by the Employer, to avoid layoff or bumping, the receiving Appointing Authority shall not unreasonably deny the request if the alternative to the transfer or demotion is appointment of a person other than a current civil service employee.

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 7. 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 6.

Section 8. 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 4, 5, and 6 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 until the effective date of the probationary appointment.

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 as provided by this Agreement. The employee's name shall be placed on the Seniority Unit and Class (or Class Option) Layoff Lists for the class from which he/she was reallocated downward.

Section 9. Required Probationary Period. Except as provided below, all unlimited appointments to positions in the classified service shall be for probationary period specified in Section 11.

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 10. Discretionary Probationary Period. An Appointing Authority may, with prior written notice to the employee, require a probationary period as specified in Section 11 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 11. Length of Probationary Period.

<u>Unit</u>	<u>Length of Initial Probationary Period</u>	<u>Length of Subsequent Probationary Period</u>
Unit 2	4 months	2 months
Unit 3	6 months	4 months
Unit 4	6 months	4 months
Unit 6	6 months	4 months
Unit 7	6 months	4 months
Unit 8	6 months	4 months

Any unpaid leaves of absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period.

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 July 1, 1983 shall complete that probationary period under the terms of the applicable 1981-1983 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 12. 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 13. 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 14. Non-certification. An Appointing Authority may fail to certify any probationary employee and shall notify the employee in writing with a copy to the Local Union of the reasons for the non-certification. The Union shall have the right to challenge such reasons through the third step of the grievance procedure. However, for any grievance other than non-certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied use of Article 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.

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

Section 2. 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 employment condition 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), number of positions and the employment condition(s) to be eliminated at least fourteen (14) calendar days prior to the effective date of the anticipated 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 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. The written notice of layoff shall include a list of existing and anticipated vacant positions that an employee may accept in accord with Section 2F of this Article.

The written notice of layoff to seasonal employees shall also give the anticipated date of recall and the anticipated length of the work season subsequent to the layoff.

- 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.

Provisional and emergency employees shall be terminated before any layoff of probationary or permanent employees in the same class, employment condition and geographic location/principal place of employment. Provisional employees shall be separated in inverse order of the date of their provisional appointment.

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 follow the procedures in Article XII, Section 3A or B.
- F. Procedure. The employee who has received a layoff notice shall be placed in 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:

- 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 thirty-five (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 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 State 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 nor a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition, and location.

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 or positions excluded from any bargaining unit shall have bumping rights into a position in a bargaining unit represented by the Union in a class in which the employee previously served 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 have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.
3. The employee shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer and for which there are no bidders prior to bumping any employee in a bargaining unit represented by the Union. Employees in bargaining units represented by the Union shall be able to exercise a bump to a vacancy prior to the vacancy being filled by an employee from a bargaining unit not represented by the Union.

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

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 2F) 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 in lieu of layoff, 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), geographic location and employment condition from which they were laid off or other employment conditions and geographic locations for which they are available or from which they were bumped in the order of their Classification Seniority. Employees may change their availability by notifying the Department of Employee Relations in writing. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of 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 Classification 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 Classification 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. Reemployment Lists. The names of employees who have been laid off or demoted on lieu of layoff shall be placed on reemployment 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. Employees may change their availability by notifying the Department of Employee Relations. 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.

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, or by the following paragraph.

Employees on a Seniority Unit Layoff List and not employed by the State shall be offered any temporary position in a class for which the employee is determined to be qualified by the Employer in the seniority unit and geographic area from which they were laid off in the order of their State Seniority prior to filling such a 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. Removal From Layoff Lists. Employees shall be removed from all layoff lists for any of the following reasons:

- A. Recall to a permanent position from either layoff list except that an employee shall not be removed from the Seniority Unit Layoff List for his/her former location and employment condition upon recall to a permanent position in a different seniority unit. However, 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, the employee's name shall be restored to the Seniority Unit Layoff List for the remainder of the time period originally provided in Section 9.
- B. Failure to accept recall to a position which meets the availabilities specified by the employee except that employees who fail to accept recall from the Class/Class Option Layoff List shall be removed only from that list.
- C. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off.
- D. Resignation, retirement or termination from State service.

Section 13. 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 14. Voluntary Reduction in Hours. Appointing Authorities may allow employees to take unpaid leaves of absence to reduce layoffs otherwise necessary. If it is necessary to limit the number of employees in a work unit on unpaid leave at the same time, the Appointing Authority shall determine whether conflicts shall be resolved among classes or within a particular class based upon staffing needs. In either event, leave shall be granted on the basis of State Seniority within the employee's work unit.

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

Section 15. Unclassified Employees. Unclassified seasonal employees, in the Departments of Public Safety and Military Affairs other than employees unclassified pursuant to M. S. 43A.08, Subd. 2A 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 16. Exclusions. The provisions of this Article shall not apply to unclassified employees or non-tenured laborers except as specified in Section 15.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

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

Section 2. Union Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for Union Representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished to the Local Union President or Steward upon request. The employee shall be advised of the nature of the allegation(s) prior to questioning.

Section 3. Disciplinary Procedure. Disciplinary action or measures shall include only the following: 1) oral reprimand; 2) written reprimand; 3) suspension; 4) demotion; and 5) discharge.

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

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. 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.

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.

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

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

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.

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

B. Representatives.

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

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

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

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

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

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

STEP 4: If the grievance remains unresolved after the response of the Appointing Authority is due, the Union shall have sixty (60) calendar days in which to submit a letter to the State Negotiator and the Appointing Authority stating its desire to proceed to arbitration. Within five (5) calendar days after the Union has notified the State Negotiator that it desires to proceed with the arbitration of the grievance the parties shall determine the arbitrator to hear the arbitration by the method provided for in Section 3 of this Article. 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 August 15, 1983, the State Negotiator and the Union may by mutual agreement select the members to serve on the permanent panel. If the parties fail to agree, they 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(1). 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 July 1, 1983, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix E(1), 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, 1983, maximum rate set forth in Appendix E(1) 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 June 30, 1983.

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 completion of the months of required service.

Progression for classes assigned to the Compensation Grids 2C, 3C-4-6, 7 and 8 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.

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 2A and 3B 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 2B.

Progression for classes assigned to Compensation Grid 3A (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 receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.

- C. Voluntary Demotion. An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case 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. Effective July 1, 1983, all salary ranges and rates shall be increased by four (4) percent, rounded to the nearest cent or twenty-five cents (25¢) an hour, whichever is greater. The compensation grids for classes covered by this Agreement are contained in Appendix E(1). Employees shall convert to the new compensation grid as provided in Section 2.

Section 6. Second Year Wage Adjustments. Effective July 1, 1984, all salary ranges and rates shall be increased by four and one-half (4.5) percent, rounded to the nearest cent or thirty cents (30¢) an hour, whichever is greater. Salary increases provided by this Section shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class.

Section 7. Pay Equity Adjustments. The Employer shall implement pay equity adjustments as provided for in M.S. 43A.05, Subd. 5 as provided in Appendix E(2), Pay Equity Adjustments.

Section 8. Shift Differential. Effective July 1, 1983, the shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be thirty-five cents (\$0.35) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

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

Section 9. 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 10. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied for other than 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. When an employee is assigned to serve in a class for which the employee is on a layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater.

Section 11. 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:

Automotive Mechanic Lead	Painter
Cabinet Maker	Painter Lead
Carpenter	Plant Maintenance Engineer
Carpenter Lead	Plasterer
Caulker	Plumber
Electrician	Prison Industries Foreman
Electrician Lead	all options
Industries Production Supervisor-all options	Refrigeration Mechanic
Institution Maintenance Lead Worker	Roofer
Machinery Repair Worker	Sheet Metal Worker
Machinist	Stationary Engineer
Machinist Foreman	Steamfitter
Mason	Upholsterer
Mason Foreman	Welder

Section 12. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine-hundred (900) hour maximum. In addition, the employee shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed five years from termination of employment. In the event that a terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 13. 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 14. 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 offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

Section 2. Eligible Employees. All employees covered by this Agreement who: 1) are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months; or 2) are scheduled to work at least thirty (30) hours weekly for a twelve (12) consecutive month period shall be eligible to receive the benefits provided under this Article,

except for emergency, temporary, or intermittent employees; student workers hired after July 1, 1979, and interns; part-time or seasonal employees serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal employee in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal employees who were receiving State group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive State group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977.

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half (1/2) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: 1) employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal employees who are scheduled to work at least 1044 hours for a period of nine months or more in any twelve (12) consecutive months.

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

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

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

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

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

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

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

For employees in the Department of Natural Resources, eligibility requirements may be met based on a combination of seasonal and temporary project employment. Eligibility shall commence after completion of three (3) years of continuous service in which the eligibility requirements are met; shall continue until the employee completes a year in which the eligibility requirements are not met; and shall commence again after the employee meets or is anticipated to meet the eligibility requirement in one (1) year.

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

- A. Employee Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the employee toward the cost of employee health coverage.
- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations, fee-for-service health plan, Preferred Provider Organization, or any other plan, offered by the Employer. A brief description of the currently offered health plans is contained in Appendix I. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement that plan.

- 5) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

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

Section 5. Employer Contribution for Dental Insurance.

- A. Employee Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.
- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

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

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
\$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

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

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

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

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

Section 9. Corrections Early Retirement Incentive. Employees who have attained the age of fifty-five (55) years and not yet sixty-five (65) years on or before September 1, 1983, who are covered by the Corrections Early Retirement Fund, and who are eligible for an annuity under the Corrections Early Retirement Plan may opt during the period from September 1, 1983, through November 30, 1983, for an early retirement incentive. These employees shall receive the State-paid portion of medical and dental insurance benefits for themselves and their dependents until the employees attain the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of this Article but shall be provided with medical and dental insurance coverage which the employee was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement.

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.

Beginning September 1, 1984, through November 30, 1984, employees who have turned age 55 since the preceding open window period may opt for the above-stated early retirement incentive. Employees who were eligible to take early retirement during the first time period shall not be eligible in this subsequent time period.

Employees who attain age 55 on or after December 1, 1983, and who are not granted an extension to continue working shall be eligible for this early retirement incentive at the time of retirement.

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 health insurance program for an additional twelve (12) 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 Section 3 above during each year of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on or before September 1 of each year. For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverages shall become effective on October 5, 1983.

Section 12. Death Benefit. Employees who retire on or after July 1, 1983, 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 July 1, 1983, 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-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 employee, mileage may be paid at the rate of twenty-one (21) cents per mile on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. 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 forty (40) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level 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 thirteen (13) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-three (43) cents 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 \$16.00 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:

Within the State:

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

Outside the State or on Trains:

Breakfast - \$6.00
Lunch - \$7.00
Dinner - \$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. Uniforms. The parties agree to meet and confer regarding the Appointing Authority's policy on work uniforms.

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 \$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 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, including specific procedures to promote achievement of hiring goals and protection of goals in event of layoff;
- Data, including labor market statistics to determine if protected class individuals are available for employment or exist in present State employment;

Proposed solutions to existing problems brought to the Committee for review and discussion; and, Measures to provide maximum cooperation with goals and objectives determined by the Committee.

See Appendix N entitled "Prohibition of Sexual Harassment."

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-Third (73rd) 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

BARGAINING UNIT ELIGIBLE WORK TRAINEES

Section 1. Training Plans. Individuals appointed to work training programs (pre-service trainees) pursuant to M.S. 43A.21 shall have their terms and conditions of employment governed exclusively by the provisions of the approved training program submitted to the Department of Employee Relations by the affected operating department of state government.

Section 2. Benefits and Pay. Notwithstanding Section 1 above, such individuals shall be governed by the provisions of Article VII Holidays, Article VIII Vacation Leave, Article IX Sick Leave, and Article XIX Insurance of this Agreement. In addition, such individuals shall receive any general wage adjustment(s) provided for the class for which they are training.

ARTICLE XXXII

COMMITTEE ON CHILD CARE

The parties agree to establish a joint committee composed of no more than five (5) representatives of the Employer and no more than five (5) representatives of the Union for the following purposes:

1. establish a procedure to identify the child care needs of employees;
2. evaluate the adequacy of existing child care resources to meet those needs;
3. assess the feasibility of using existing State facilities for on-site child care centers; and
4. develop an information and referral program to assist employees in obtaining available child care.

The Committee shall establish a timetable to accomplish these purposes and shall submit to the parties a final report no later than December 31, 1983.

The Employer may add to the Committee additional employees from other exclusive representatives pursuant to the contract provisions of collective bargaining agreements with such exclusive representatives.

ARTICLE XXXIII

DEINSTITUTIONALIZATION

The parties acknowledge that implementation of programs of deinstitutionalization of residents may result in job loss and economic hardships for employees of the Department of Public Welfare. In order to explore ways of minimizing potential loss of jobs and means of facilitating deinstitutionalization, the Employer (representatives of the Department of Public Welfare and Department of Employee Relations) agree to meet and confer with the Union at least quarterly. The purposes of such meet and confer sessions are to discuss the following issues:

1. The availability of private and public jobs in the human service field and other fields in which employees are being displaced;
2. Employer training/retraining of employees for possible employment in other human service areas as well as in other areas of employment;
3. Information and referral services to assist employees in placement in other jobs;
4. Employer training/retraining of employees for other State employment and;
5. Successorship of collective bargaining rights and portability of employees' State pensions.

Additional issues may be added to the agenda upon mutual agreement of the parties.

ARTICLE XXXIV

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the first day of July, 1983 subject to the acceptance of the Seventy-Third (73rd) 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, 1985.

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 1st day of July, 1983.

FOR THE UNION

FOR THE EMPLOYER

Peter Benner
Executive Director
AFSCME, Council No. 6, AFL-CIO

Lance Teachworth
State Labor Negotiator

H. Glen Littler
President

Nina Rothchild
Commissioner of Employee Relations

Bev Hall
Vice President

Pat Urquhart
Secretary

Abbie Robles
Treasurer

Larry Odegard
Assistant Director

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, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding 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, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding 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, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding 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 classifications included in the Clerical and Office Unit No. 6 by the Legislative Commission on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding 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 classifications included in the Technical Unit No. 7 by the Legislative Commission on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding 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 classifications included in the Correctional Counselor Unit No. 8 by the Legislative Commission on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week of 35% of the normal work week and more than 67 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

<u>No. Hours Worked</u> <u>During Pay Period</u>	<u>0 thru</u> <u>5 years</u>	<u>After 5</u> <u>thru 8</u> <u>years</u>	<u>After 8</u> <u>thru 12</u> <u>years</u>	<u>After 12</u> <u>thru 20</u> <u>years</u>	<u>After 20</u> <u>thru 25</u> <u>years</u>	<u>After 25</u> <u>thru 30</u> <u>years</u>	<u>After</u> <u>30</u> <u>years</u>
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

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

<u>Number of Hours</u> <u>Worked During Pay</u> <u>Period</u>	<u>Less than</u> <u>900 Hours</u>	<u>900 Hours and</u> <u>Maintained</u>
Less than 9 1/2	0	0
At least 9 1/2, but less than 19 1/2	.75	.25
At least 19 1/2, but less than 29 1/2	1	.5
At least 29 1/2, but less than 39 1/2	1.5	.75
At least 39 1/2, but less than 49 1/2	2	1
At least 49 1/2, but less than 59 1/2	2.5	1.25
At least 59 1/2, but less than 69 1/2	3	1.5
At least 69 1/2, but less than 79 1/2	3.5	1.75
At least 79 1/2	4	2

CLASS CODE	TITLE	GRID	SERIES	COMP CODE 6-30-83	7-1-83	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME	COMP CODE 7-1-84
000112	BACTERIOLOGY AIDE	7	C	57I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	61I
000113	BAKER	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	3 SERVICE	58H
000114	BARBER	7	C	54I	54I	1,145	1,404	6.58	8.07	7 TECHNICAL	54I
000115	BARBER INSPECTOR	7	C	56I	56I	1,206	1,484	6.93	8.53	7 TECHNICAL	56I
000116	BEAUTY OPERATOR	7	C	54I	56I	1,206	1,484	6.93	8.53	7 TECHNICAL	57I
000117	BEAUTY SHOP INSPECTOR	7	C	56I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	60I
002402	BINDERY OPERATIONS SPECIALIST	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	53H
000119	BLUEPRINTER	3C-4-6	L	59H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	59H
000918	BLUEPRINTER SUPERVISOR	3C-4-6	L	62H	62H	1,357	1,637	7.80	9.41	6 CLERICAL	62H
000123	BOOKKEEPING MACHINE CLERK	3C-4-6	L	51H	51H	1,056	1,232	6.07	7.08	6 CLERICAL	51H
000128	BRIDGE WORKER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
002498	BUILDING ENERGY SYSTEMS TECH	7	C	58I	58I	1,265	1,569	7.27	9.02	7 TECHNICAL	58I
002214	BUILDING MNTC COORDINATOR	2C	C	40G	40G	1,921	2,265	11.04	13.02	2 CRAFT	40G
002270	BUILDING MNTC LEAD WORKER	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
000982	BUILDING OPERATIONS SCHEDULER	3C-4-6	L	64H	64H	1,432	1,735	8.23	9.97	6 CLERICAL	64H
002238	BUILDING SERVICES LEAD	3C-4-6	L	60H	60H	1,291	1,552	7.42	8.92	3 SERVICE	60H
000135	BUILDING UTILITIES MECH	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001326	BUILDINGS & GROUNDS WORKER	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	3 SERVICE	56H
001394	BUYER AIDE	3C-4-6	L	57H	60H	1,291	1,552	7.42	8.92	6 CLERICAL	61H
001858	BUYER ASSISTANT	3C-4-6	L	54H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	58H
000143	CABINET MAKER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001661	CAPITOL CENTREX OPERATOR SR	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	57H
-000146	CARPENTER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001321	CARPENTER APPRENTICE	2B	B	99I	99I	1,557	1,844	8.95	10.60	2 CRAFT	99I
002101	CARPENTER LEAD	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
000148	CASHIER	3C-4-6	L	58H	60H	1,291	1,552	7.42	8.92	6 CLERICAL	62H
-002307	CASHIER COORDINATOR	3C-4-6	L	60H	60H	1,291	1,552	7.42	8.92	6 CLERICAL	60H
000963	CAULKER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000152	CEREAL CHEMIST	7	C	62I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	65I

CLASS CODE	TITLE	GRID	SERIES	COMP CODE 6-30-83	COMP CODE 7-1-83	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME	COMP CODE * 7-1-84
000212	CHEMICAL DEPENDENCY COUNSELOR	3C-4-6	L	63H	63H	1,397	1,686	8.03	9.69	4 HEALTH	63H
001027	CHEMICAL DEPENDENCY COUNS SR	3C-4-6	L	66H	66H	1,509	1,834	8.67	10.54	4 HEALTH	66H
000154	CHEMIST AIDE	7	C	57I	57I	1,237	1,526	7.11	8.77	7 TECHNICAL	57I
000176	CLERK 1	3C-4-6	L	48G	50G	1,037	1,176	5.96	6.76	6 CLERICAL	53G
000177	CLERK 2	3C-4-6	L	51H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	56H
001928	CLERK 3	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	58H
000642	CLERK 4	3C-4-6	L	56H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	61H
000179	CLERK STENOGRAPHER 1	3C-4-6	L	51H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	55H
000981	CLERK STENOGRAPHER 2	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	57H
002090	CLERK STENOGRAPHER 3	3C-4-6	L	55H	57H	1,206	1,432	6.93	8.23	6 CLERICAL	59H
000665	CLERK STENOGRAPHER 4	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	61H
000180	CLERK TYPIST 1	3C-4-6	L	49G	52G	1,079	1,232	6.20	7.08	6 CLERICAL	54G
000980	CLERK TYPIST 2	3C-4-6	L	51H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	56H
001929	CLERK TYPIST 3	3C-4-6	L	53H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	58H
000666	CLERK TYPIST 4	3C-4-6	L	56H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	61H
001602	COLLEGE BOOKSTORE COORD	3C-4-6	L	54H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	59H
000181	COLLEGE CASHIER	3C-4-6	L	56H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	60H
001385	COLLEGE CENTER ATTENDANT	3C-4-6	L	51H	51H	1,056	1,232	6.07	7.08	6 CLERICAL	51H
000865	COLLEGE LABORATORY ASSISTANT	7	C	57I	57I	1,237	1,526	7.11	8.77	7 TECHNICAL	57I
002339	COMM COLLEGE CHILD CARE AIDE	3C-4-6	L	48G	48G	994	1,128	5.71	6.48	3 SERVICE	48G
000184	COMPTOMETER OPERATOR	3C-4-6	L	51H	51H	1,056	1,232	6.07	7.08	6 CLERICAL	51H
001640	CONSUMER AIDE	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	61H
—002401	CONSUMER AIDE SENIOR	3C-4-6	L	59H	61H	1,322	1,594	7.60	9.16	6 CLERICAL	64H
000197	COOK	3C-4-6	L	54H	56H	1,176	1,397	6.76	8.03	3 SERVICE	57H
000198	COOK COORDINATOR	3C-4-6	L	58H	59H	1,260	1,509	7.24	8.67	3 SERVICE	59H
001085	CORRECTIONAL COUNSELOR 1	8	C	01C	01C	1,416	1,496	8.14	8.60	8 GUARDS	01C
—001086	CORRECTIONAL COUNSELOR 2	8	C	02H	02H	1,538	1,881	8.84	10.81	8 GUARDS	02H
001719	CC3 (SENSITIVE SECURITY)	8	C	03H	03H	1,775	2,161	10.20	12.42	8 GUARDS	03H
001720	CC3 (SUPERVISION)	8	C	03H	03H	1,775	2,161	10.20	12.42	8 GUARDS	03H

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001721	CC 3 (TREATMENT)	8	C	03H	03H	1,775	2,161	10.20	12.42	8 GUARDS	03H
000201	CORRECTIONAL OFFICER	8	C	02E	02E	1,538	1,721	8.84	9.89	8 GUARDS	02E
002188	CORRECTIONS CHIEF COOK	3C-4-6	L	66I	66I	1,509	1,883	8.67	10.82	3 SERVICE	66I
001990	DAIRY SANITARIAN 1	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
001991	DAIRY SANITARIAN 2	7	C	65I	65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
000402	DATA ENTRY OPERATOR	3C-4-6	L	51H	54H	1,122	1,322	6.45	7.60	6 CLERICAL	56H
001465	DATA ENTRY OPERATOR LEAD	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	61H
001384	DATA ENTRY OPERATOR SENIOR	3C-4-6	L	53H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	58H
000713	DATA MACHINE OPERATOR	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	56H
000714	DATA MACHINE SUPERVISOR	3C-4-6	L	61H	61H	1,322	1,594	7.60	9.16	6 CLERICAL	61H
002303	DATA PROCESSING COORDINATOR 1	3C-4-6	L	60H	62H	1,357	1,637	7.80	9.41	6 CLERICAL	64H
002280	DATA PROCESSING COORDINATOR 2	3C-4-6	L	69I	70I	1,686	2,093	9.69	12.03	6 CLERICAL	70I
000224	DELIVERY VAN DRIVER	3C-4-6	L	59H	59H	1,260	1,509	7.24	8.67	3 SERVICE	59H
000225	DENTAL ASSISTANT	7	C	53I	55I	1,176	1,446	6.76	8.31	7 TECHNICAL	56I
001623	DENTAL ASSISTANT REGISTERED	7	C	56I	58I	1,265	1,569	7.27	9.02	7 TECHNICAL	59I
000226	DENTAL HEALTH ADVISOR	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
000227	DENTAL HYGIENIST	7	C	62I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	64I
000233	DICTAPHONE OPERATOR	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	57H
000800	DINING HALL COORDINATOR	3C-4-6	L	54H	56H	1,176	1,397	6.76	8.03	3 SERVICE	58H
000240	DOCUMENT RESTORER	3C-4-6	L	60H	60H	1,291	1,552	7.42	8.92	6 CLERICAL	60H
001472	DRIVER & VEHICLE SERVICES AIDE	3C-4-6	L	54H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	59H
000245	DRIVER EVALUATOR	7	C	60I	60I	1,328	1,662	7.63	9.55	7 TECHNICAL	60I
—000242	DRIVER EVALUATOR SR	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
001968	DRIVER SAFETY ANALYST	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
001025	DRIVER TRAINING COORDINATOR	7	C	67J	67J	1,616	2,088	9.29	12.00	7 TECHNICAL	67J
000247	DUPLICATING MACHINE OPERATOR	3C-4-6	L	51H	51H	1,056	1,232	6.07	7.08	6 CLERICAL	51H
—002398	DVS MANAGEMENT SERVICES ASST	3C-4-6	L	69J	69J	1,637	2,093	9.41	12.03	6 CLERICAL	69J
002107	EDP OPERATIONS SPECIALIST	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
002268	EDP OPERATIONS TECHNICAL SPEC	7	C	69J	69J	1,710	2,208	9.83	12.69	7 TECHNICAL	69J

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000885	EDP OPERATIONS TECHNICIAN 1	7	C	58I	58I	1,265	1,569	7.27	9.02	7 TECHNICAL	58I
000886	EDP OPERATIONS TECHNICIAN 2	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
001390	EDP OPERATIONS TECHNICIAN 3	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
002067	EDP TELECOMMUN MNTC SPECIALIST	7	C	73J	73J	1,921	2,445	11.04	14.05	7 TECHNICAL	73J
000266	ELECTRICIAN	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001319	ELECTRICIAN APPRENTICE	2B	B	99I	99I	1,557	1,844	8.95	10.60	2 CRAFT	99I
002108	ELECTRICIAN LEAD	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
000270	ELECTRONICS TECHNICIAN	7	C	65I	65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
000938	ELECTRONICS TECHNICIAN SENIOR	7	C	67I	67I	1,616	2,031	9.29	11.67	7 TECHNICAL	67I
000945	EMERGENCY MEDICAL SERVICES TECH	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
001082	EMPLOYMENT SVCS ASSISTANT	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	58H
000792	EMPLOYMENT SVCS TECHNICIAN	3C-4-6	L	55H	57H	1,206	1,432	6.93	8.23	6 CLERICAL	60H
001083	EMPLOYMENT SVCS TECH INTER	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	62H
000793	EMPLOYMENT SVCS TECH SENIOR	3C-4-6	L	59H	61H	1,322	1,594	7.60	9.16	6 CLERICAL	64H
000286	ENGINEERING AIDE	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001063	ENGINEERING AIDE INTER	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
000644	ENGINEERING AIDE SENIOR	7	C	69I	69I	1,710	2,147	9.83	12.34	7 TECHNICAL	69I
000292	EXECUTIVE 1	3C-4-6	L	60H	63H	1,397	1,686	8.03	9.69	6 CLERICAL	65H
000293	EXECUTIVE 2	3C-4-6	L	66I	68I	1,594	1,985	9.16	11.41	6 CLERICAL	70I
001917	EXHIBIT SPECIALIST	7	C	69J	69J	1,710	2,208	9.83	12.69	7 TECHNICAL	69J
001673	FINANCIAL AIDS ASST	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	61H
000301	FINGERPRINT TECHNICIAN	3C-4-6	L	59H	61H	1,322	1,594	7.60	9.16	6 CLERICAL	62H
002160	FIRST AID SERVICES TECHNICIAN	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
001992	FOOD INSPECTOR	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
001993	FOOD INSPECTOR SENIOR	7	C	65I	65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
000305	FOOD SERVICE WORKER	3C-4-6	L	51H	52H	1,079	1,260	6.20	7.24	3 SERVICE	54H
002210	FORENSIC PHOTOGRAPHER	7	C	73I	73I	1,921	2,386	11.04	13.71	7 TECHNICAL	73I
001725	GENERAL MAINTENANCE WORKER 1	3C-4-6	L	53C	53C	1,100	1,148	6.32	6.60	3 SERVICE	53C
001726	GENERAL MAINTENANCE WORKER 2	3B	L	01B	01B	1,282	1,310	7.37	7.53	3 SERVICE	01B

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001727	GENERAL MAINTENANCE WORKER 3	3B	L	05B 05B	1,385	1,422	7.96	8.17	3 SERVICE	05B
001728	GENERAL MAINTENANCE WORKER 4	3B	L	06B 06B	1,422	1,462	8.17	8.40	3 SERVICE	06B
001729	GENERAL MAINTENANCE WORKER 5	3B	L	09B 09B	1,545	1,589	8.88	9.13	3 SERVICE	09B
001357	GENERAL REPAIR WORKER	2A	B	87B 87B	1,726	1,777	9.92	10.21	2 CRAFT	87B
000316	GRAIN INSPECTOR 1	7	C	64I 64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
000317	GRAIN INSPECTOR 2	7	C	65I 65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
000318	GRAIN LABORATORY AIDE 1	7	C	54I 54I	1,145	1,404	6.58	8.07	7 TECHNICAL	54I
000319	GRAIN LABORATORY AIDE 2	7	C	60I 60I	1,328	1,662	7.63	9.55	7 TECHNICAL	60I
000321	GRAIN SAMPLER 1	7	C	62I 62I	1,404	1,763	8.07	10.13	7 TECHNICAL	62I
000322	GRAIN SAMPLER 2	7	C	64I 64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
001464	GRAPHIC ARTS CAMERA OPERATOR	3C-4-6	L	61H 61H	1,322	1,594	7.60	9.16	6 CLERICAL	61H
000753	GRAPHIC ARTS SPECIALIST	7	C	66J 66J	1,569	2,031	9.02	11.67	7 TECHNICAL	66J
000328	GROUNDSKEEPER	3C-4-6	L	55H 55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
001599	GROUNDSKEEPER INTER	3C-4-6	L	56H 56H	1,176	1,397	6.76	8.03	3 SERVICE	56H
000329	GROUNDSKEEPER SENIOR	3C-4-6	L	60H 60H	1,291	1,552	7.42	8.92	3 SERVICE	60H
002220	GROUNDS & ROAD MNTC COORD	3C-4-6	L	63H 63H	1,397	1,686	8.03	9.69	3 SERVICE	63H
001999	HAZARDOUS MATERIALS SPECIALIST	7	C	65I 65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
001395	HEALTH PROGRAM AIDE	3C-4-6	L	57H 59H	1,260	1,509	7.24	8.67	6 CLERICAL	62H
000339	HEARING & VISION TECHNICIAN	3C-4-6	L	50H 50H	1,037	1,206	5.96	6.93	3 SERVICE	50H
000343	HEARINGS REPORTER	7	C	75F 75F	2,031	2,326	11.67	13.37	7 TECHNICAL	75F
001372	HEARINGS REPORTER SENIOR	7	C	77J 77J	2,147	2,681	12.34	15.41	7 TECHNICAL	77J
000104	HEAVY EQUIPMENT FIELD MECHANIC	2A	B	92B 92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
-000927	HEAVY EQUIPMENT MECHANIC	2A	B	91B 91B	1,938	1,996	11.14	11.47	2 CRAFT	91B
000106	HEAVY EQUIPMENT MECH APPRENTICE	2B	B	99I 99I	1,557	1,844	8.95	10.60	2 CRAFT	99I
000344	HEAVY EQUIPMENT OPERATOR	2A	B	90B 90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001561	HEAVY EQUIPMENT SRVC ATTENDANT	3C-4-6	L	57H 57H	1,206	1,432	6.93	8.23	3 SERVICE	57H
-000353	HIGHWAY FIELD ASSISTANT	7	C	56I 56I	1,206	1,484	6.93	8.53	7 TECHNICAL	56I
000356	HIGHWAY MAINTENANCE WORKER	2A	B	84B 84B	1,585	1,632	9.11	9.38	2 CRAFT	84B
000882	HIGHWAY MAINTENANCE WORKER SR	2A	B	86B 86B	1,679	1,726	9.65	9.92	2 CRAFT	86B

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000358	HIGHWAY SIGNAL TECHNICIAN	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
000361	HIGHWAY TECHNICIAN	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001064	HIGHWAY TECHNICIAN INTER	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
000646	HIGHWAY TECHNICIAN SENIOR	7	C	69I	69I	1,710	2,147	9.83	12.34	7 TECHNICAL	69I
000897	HOCKEY RINK ICE MAKER	3C-4-6	L	57H	57H	1,206	1,432	6.93	8.23	3 SERVICE	57H
000370	HOSPITAL SERVICES ASSISTANT	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	4 HEALTH	58H
001693	HOUSING PROGRAM TECHNICIAN	3C-4-6	L	59H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	59H
001596	HUMAN RIGHTS AIDE	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	62H
001562	HUMAN SERVICES SPEC	3C-4-6	L	58H	60H	1,291	1,552	7.42	8.92	4 HEALTH	60K
001563	HUMAN SERVICES SPEC SR	3C-4-6	L	61H	61H	1,322	1,594	7.60	9.16	4 HEALTH	61H
001564	HUMAN SERVICES TECH	3C-4-6	L	53H	53C	1,100	1,148	6.32	6.60	4 HEALTH	53C
001565	HUMAN SERVICES TECH SR	3C-4-6	L	56H	56J	1,176	1,469	6.76	8.44	4 HEALTH	56K
000809	IDENTIFICATION OFFICER ASST	7	C	71J	71J	1,815	2,326	10.43	13.37	7 TECHNICAL	71J
002283	INDUSTRIES PRODUCTION SUPV	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
001710	INDUST PROD SUPV (FOUNDRY)	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
002285	INDUST PROD SUPV (MACHINE)	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
002284	INDUST PROD SUPV (METAL FAB)	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
001924	INDUST PROD SUPV (TIRE RETREAD)	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
001715	INDUST PROD SUPV (TOOL & DIE)	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
001716	INDUST PROD SUPV (UPHOLSTERY)	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
001555	INSERTING MACHINE OPERATOR	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	56H
001556	INSERTING MACHINE OPERATOR LEAD	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	58H
—002216	INSTITUTION MNTC LEAD WORKER	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
001960	INSTITUTIONAL DRIVER/SECUR GRD	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
002111	INSTRUCTIONAL COMMUNIC SPEC	7	C	72I	72I	1,869	2,326	10.74	13.37	7 TECHNICAL	72I
001011	INSTRUCTIONAL COMMUNIC TECH	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
—001845	INTERPRETIVE AIDE	3C-4-6	L	57H	57H	1,206	1,432	6.93	8.23	6 CLERICAL	57H
002190	INVENTORY CONTROLLER	3C-4-6	L	66I	66I	1,509	1,883	8.67	10.82	6 CLERICAL	66I
002145	IRON RANGE TOUR GUIDE	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	3 SERVICE	53H

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000396	JANITOR	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
000863	JANITOR SENIOR	3C-4-6	L	57H	57H	1,206	1,432	6.93	8.23	3 SERVICE	57H
001913	KEYLINER	3C-4-6	L	54H	54H	1,122	1,322	6.45	7.60	6 CLERICAL	54H
001507	LABORATORY ATTENDANT 1	3C-4-6	L	50H	52H	1,079	1,260	6.20	7.24	3 SERVICE	54H
001508	LABORATORY ATTENDANT 2	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
000412	LABORER 1 NON-TENURED	3A	L	10D	10D	1,215	1,390	6.98	7.99	3 SERVICE	10D
000414	LABORER 1 TENURED	3A	L	10D	10D	1,215	1,390	6.98	7.99	3 SERVICE	10D
000415	LABORER 2	2A	B	86B	86B	1,679	1,726	9.65	9.92	2 CRAFT	86B
000772	LABORER YOUTH	3C-4-6	L	42F	42F	854	971	4.91	5.58	3 SERVICE	42F
000421	LAUNDRY ASSISTANT	3C-4-6	L	52H	53H	1,100	1,291	6.32	7.42	3 SERVICE	55H
000422	LAUNDRY SUPERVISOR	3C-4-6	L	56H	60H	1,291	1,552	7.42	8.92	3 SERVICE	61H
000423	LAW COMPLIANCE REPRESENTATIVE 1	7	C	58I	58I	1,265	1,569	7.27	9.02	7 TECHNICAL	58I
000424	LAW COMPLIANCE REPRESENTATIVE 2	7	C	62I	62I	1,404	1,763	8.07	10.13	7 TECHNICAL	62I
000427	LEGAL SECRETARY	3C-4-6	L	59H	61H	1,322	1,594	7.60	9.16	6 CLERICAL	63H
001542	LEGAL SECRETARY SR	3C-4-6	L	61H	63H	1,397	1,686	8.03	9.69	6 CLERICAL	65H
001541	LEGAL TECHNICIAN	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
001936	LEGAL TEXT EDIT SPECIALIST	3C-4-6	L	61H	63H	1,397	1,686	8.03	9.69	6 CLERICAL	63H
000308	LIBRARY TECHNICIAN	7	C	57I	58I	1,265	1,569	7.27	9.02	7 TECHNICAL	60I
000430	LICENSED PRACTICAL NURSE 1	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	4 HEALTH	62H
001659	LICENSED PRACTICAL NURSE 2	3C-4-6	L	59H	61H	1,322	1,594	7.60	9.16	4 HEALTH	63H
000431	LIFE GUARD	3C-4-6	L	50H	50H	1,037	1,206	5.96	6.93	3 SERVICE	50H
001074	LIQUOR CONTROL INVEST SPECIAL	7	C	66I	66I	1,569	1,977	9.02	11.36	7 TECHNICAL	66I
000434	LIVESTOCK WEIGHER 1	3C-4-6	L	60H	60H	1,291	1,552	7.42	8.92	3 SERVICE	60H
000435	LIVESTOCK WEIGHER 2	3C-4-6	L	62H	62H	1,357	1,637	7.80	9.41	3 SERVICE	62H
000440	MACHINERY REPAIR WORKER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000441	MACHINIST	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000442	MACHINIST FOREMAN	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
000903	MAIL HANDLER	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	53H
000444	MASON	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B

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000445	MASON FOREMAN	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
001718	MATERIALS TRANSFER DRIVER	3B	L	08B	08B	1,502	1,545	8.63	8.88	3 SERVICE	08B
000448	MEAT CUTTER	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	3 SERVICE	58H
000450	MECHANICAL STOCK CLERK	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	55H
000160	MECHANICAL STOCK CLERK CHIEF	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	58H
001678	MEDICAL ASSISTANCE PROG TRAINER	3C-4-6	L	63H	65H	1,469	1,784	8.44	10.25	6 CLERICAL	67H
001497	MEDICAL CLAIMS TECHNICIAN 1	3C-4-6	L	54H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	57H
001685	MEDICAL CLAIMS TECHNICIAN 2	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	61H
001498	MEDICAL CLAIMS TECHNICIAN 3	3C-4-6	L	59H	61H	1,322	1,594	7.60	9.16	6 CLERICAL	62H
001339	MEDICAL EQUIPMENT TECHNICIAN	7	C	57I	57I	1,237	1,526	7.11	8.77	7 TECHNICAL	57I
000411	MEDICAL LABORATORY TECHNICIAN 1	7	C	53I	57I	1,237	1,526	7.11	8.77	7 TECHNICAL	59I
000864	MEDICAL LABORATORY TECHNICIAN 2	7	C	57I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	60I
000453	MEDICAL RECORDS CLERK	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	58H
000875	MEDICAL RECORDS TECHNICIAN	7	C	57I	60I	1,328	1,662	7.63	9.55	7 TECHNICAL	61I
001475	MEDICAL RECORDS TECHNICIAN SR	7	C	60I	62I	1,404	1,763	8.07	10.13	7 TECHNICAL	64I
002308	MICROFILM COORDINATOR	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	56H
002036	MICROFILM SPECIALIST	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	53H
000898	MICROFILMER	3C-4-6	L	51H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	56H
002430	MILITARY ELECTRICIAN LEAD	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
002431	MILITARY PLUMBER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
002441	MILITARY SECURITY GUARD	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	3 SERVICE	56H
002425	MILITARY TRAINING SITE WORKER	3C-4-6	L	42F	42F	854	971	4.91	5.58	3 SERVICE	42F
—000462	MILK CERTIFICATION OFFICER	7	C	66I	66I	1,569	1,977	9.02	11.36	7 TECHNICAL	66I
000914	MINE HOIST & MAINTENANCE WORKER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000463	MINING AIDE	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001552	MINING AIDE INTER	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
—001553	MINING AIDE SENIOR	7	C	68I	68I	1,662	2,088	9.55	12.00	7 TECHNICAL	68I
000465	MINING PLANT CHECKER	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
001843	MONORAIL MAINTENANCE WORKER	2A	B	89B	89B	1,829	1,883	10.51	10.82	2 CRAFT	89B

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001846	MONORAIL TOUR GUIDE	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	3 SERVICE	53H
000475	MOTOR TRANSPORTATION REP	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
001041	MT/SC OPERATOR	3C-4-6	L	56H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	59H
001022	MUSICAL INSTRUMENT REPAIR TECH	7	C	66I	66I	1,569	1,977	9.02	11.36	7 TECHNICAL	66I
000189	NATURAL RES AIDE (GENERAL)	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
001763	NR AIDE (FORESTRY AIDE)	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
001764	NR AIDE (MINE GUIDE)	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
001736	NR AIDE (PARK AIDE)	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
000190	NATURAL RES TECH (GENERAL)	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001771	NR TECH (FISHERIES TECH)	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001755	NR TECH (FORESTRY TECH)	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001757	NR TECH (PARK TECH)	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001756	NR TECH (WILDLIFE TECH)	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
002474	NAT RES YOUTH PROG CREW LEADER	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	3 SERVICE	55H
000783	NEIGHBORHOOD WORKER	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	53H
001864	NET MAKER	2A	B	87B	87B	1,726	1,777	9.92	10.21	2 CRAFT	87B
000485	OFFICE MACHINE REPAIR WORKER	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
001458	OFFICE MACHINE REPAIR WORKER SR	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
000912	OFFSET PRESS OPERATOR	3C-4-6	L	59H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	59H
001040	OFFSET PRESS OPERATOR SENIOR	3C-4-6	L	62H	62H	1,357	1,637	7.80	9.41	6 CLERICAL	62H
000490	PAINTER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001320	PAINTER APPRENTICE	2B	B	99I	99I	1,557	1,844	8.95	10.60	2 CRAFT	99I
—002222	PAINTER LEAD	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
001327	PARKS WORKER	3C-4-6	L	50H	52H	1,079	1,260	6.20	7.24	3 SERVICE	54H
001857	PEAT EXPERIMENTAL STATION SUPV	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
001020	PHARMACY TECHNICIAN	7	C	53I	55I	1,176	1,446	6.76	8.31	7 TECHNICAL	56I
—000505	PHOTOGRAPHER	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
000506	PHOTOGRAPHIC LABORATORY SUPV	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
001994	PLANT INDUSTRY INSPECTOR 1	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I

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001995	PLANT INDUSTRY INSPECTOR 2	7	C	65I	65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
000525	PLANT MAINTENANCE ENGINEER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000526	PLANT MAINT ENGINEER HELPER	2A	B	83B	83B	1,542	1,585	8.86	9.11	2 CRAFT	83B
000529	PLASTERER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000530	PLUMBER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
002326	PLUMBER LEAD	2A	B	93B	93B	2,053	2,116	11.80	12.16	2 CRAFT	93B
000857	POLLUTION CONTROL TECHNICIAN	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
002319	POWER PLANT ENGINEER	2A	B	91B	91B	1,938	1,996	11.14	11.47	2 CRAFT	91B
001961	PRISON INDUST FOREMAN AUTO BODY	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
002004	PRIS INDUST FOREMAN CAB MAK/WD	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
000543	PRISON INDUST FOREMAN FOUNDRY	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
002005	PRIS INDUST FOREMAN FURN FINISH	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
002416	PRIS IND FOREMAN GARMENT MANUF	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
000544	PRISON INDUST FOREMAN GENERAL	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000545	PRISON INDUST FOREMAN METAL FAB	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
002417	PRIS IND FOREMAN MICROGRAPHICS	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
001835	PRISON INDUST FOREMAN PAINTER	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
002006	PRISON INDUST FOREMAN PRINTING	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
002007	PRISON INDUST FOREMAN UPHOL	2A	B	92B	92B	1,996	2,053	11.47	11.80	2 CRAFT	92B
000038	PUB UTIL TRANSP AUTHORITY SPEC	7	C	75J	75J	2,031	2,565	11.67	14.74	7 TECHNICAL	75J
001416	RADIO COMMUNICATIONS COORD	7	C	72J	72J	1,869	2,386	10.74	13.71	7 TECHNICAL	72J
000583	RADIO COMMUNICATIONS OPERATOR	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
001859	RADIO NAVIGATION AID TECH PRINC	7	C	73J	73J	1,921	2,445	11.04	14.05	7 TECHNICAL	73J
001853	RADIO NAVIGATION AID TECH	7	C	69I	69I	1,710	2,147	9.83	12.34	7 TECHNICAL	69I
000586	RADIO TECHNICIAN	7	C	65I	65I	1,526	1,921	8.77	11.04	7 TECHNICAL	65I
000587	RADIO TECHNICIAN PRINCIPAL	7	C	72J	72J	1,869	2,386	10.74	13.71	7 TECHNICAL	72J
001428	RADIO TECHNICIAN SENIOR	7	C	67I	67I	1,616	2,031	9.29	11.67	7 TECHNICAL	67I
000589	RADIO TOWER TECHNICIAN	7	C	68I	68I	1,662	2,088	9.55	12.00	7 TECHNICAL	68I
000798	RADIOLOGIC TECHNOLOGIST	7	C	58I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	63I

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000732	RATE AIDE	7	C	59I	59I	1,296	1,616	7.45	9.29	7 TECHNICAL	59I
000733	RATE & TRAFFIC ANALYST	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
001418	RATE & TRAFFIC ANALYST SR	7	C	69I	69I	1,710	2,147	9.83	12.34	7 TECHNICAL	69I
001019	REFRIGERATION MECHANIC	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001855	REIMBURSEMENT CLERK	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	58H
001031	REIMBURSEMENT OFFICER	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
001032	REIMBURSEMENT OFFICER SENIOR	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
000619	ROOFER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
002028	SEC/COMMUNICATION SYS MONITOR	3C-4-6	L	56H	57H	1,206	1,432	6.93	8.23	3 SERVICE	58H
000756	SEC GUARD 1/SURVEILLANCE OFF	3C-4-6	L	50H	50H	1,037	1,206	5.96	6.93	3 SERVICE	50H
001045	SECURITY GUARD 2	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	3 SERVICE	56H
002457	SECURITY SHIFT LEAD	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	3 SERVICE	58H
000850	SEED ANALYST	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
000627	SEED ANALYST SENIOR	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
001540	SEMI TRACTOR TRAILER OPER (FT)	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000668	SERVICE WORKER	3C-4-6	L	47H	47H	971	1,128	5.58	6.48	3 SERVICE	47H
000623	SEWING MACHINE OPERATOR	3C-4-6	L	52H	56H	1,176	1,397	6.76	8.03	3 SERVICE	57H
000669	SHEET METAL WORKER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001823	SOCIAL WORKER AIDE	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	58H
000700	STATIONARY ENGINEER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000701	STEAM BOILER ATTENDANT	2A	B	88B	88B	1,777	1,829	10.21	10.51	2 CRAFT	88B
000702	STEAMFITTER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000705	STORAGE GARAGE SUPV	2C	C	41H	41H	1,291	1,549	7.42	8.90	2 CRAFT	41H
000706	STORES CLERK	3C-4-6	L	53H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	53H
002198	STORES CLERK SENIOR	3C-4-6	L	58H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	58H
002120	STORES OPERATION COORDINATOR	3C-4-6	L	63H	63H	1,397	1,686	8.03	9.69	6 CLERICAL	63H
001674	STUDENT SERVICES ASST	3C-4-6	L	57H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	62H
000989	STUDENT WORKER CLERICAL	3C-4-6	L	42F	42F	854	971	4.91	5.58	6 CLERICAL	42F
000990	STUDENT WORKER CUSTODIAL/MAINT	3C-4-6	L	42F	42F	854	971	4.91	5.58	3 SERVICE	42F

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001452	STUDENT WORKER PARA PROF	7	C	53E	53E	1,121	1,237	6.44	7.11	7 TECHNICAL	53E
001453	STUDENT WORKER PARA PROF SR	7	C	57F	57F	1,237	1,404	7.11	8.07	7 TECHNICAL	57F
001975	SUMMER YOUTH SPECIALIST	3C-4-6	L	59H	59H	1,260	1,509	7.24	8.67	6 CLERICAL	59H
001029	SURGICAL TECHNICIAN	7	C	55I	55I	1,176	1,446	6.76	8.31	7 TECHNICAL	55I
000710	SWITCHBOARD OPERATOR	3C-4-6	L	51H	53H	1,100	1,291	6.32	7.42	6 CLERICAL	56H
000718	TAILOR SHOP SUPERVISOR	3C-4-6	L	54H	54H	1,122	1,322	6.45	7.60	3 SERVICE	54H
000804	TAX EXAMINER 1	7	C	61I	61I	1,364	1,710	7.84	9.83	7 TECHNICAL	61I
000946	TELETYPE OPERATOR	3C-4-6	L	53H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	57H
001441	TELETYPE OPERATOR SR	3C-4-6	L	56H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	59H
001021	THEATRE TECHNICIAN	7	C	66H	66H	1,569	1,921	9.02	11.04	7 TECHNICAL	66H
000729	TRAFFIC RECORDER	3C-4-6	L	56H	56H	1,176	1,397	6.76	8.03	6 CLERICAL	56H
002243	TYPING SERVICES COORDINATOR	3C-4-6	L	60H	62H	1,357	1,637	7.80	9.41	6 CLERICAL	64H
000737	UNEMPLOYMENT CLAIMS CLERK	3C-4-6	L	56H	58H	1,232	1,469	7.08	8.44	6 CLERICAL	61H
000745	UPHOLSTERER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
000913	VARITYPIST	3C-4-6	L	54H	54H	1,122	1,322	6.45	7.60	6 CLERICAL	54H
000746	VETERANS ASSISTANCE OFFICER	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
000667	VETERANS ASSISTANCE OFFICER SR	7	C	66I	66I	1,569	1,977	9.02	11.36	7 TECHNICAL	66I
001952	VETERANS SERVICES TECH	3C-4-6	L	55H	55H	1,148	1,357	6.60	7.80	6 CLERICAL	55H
002233	VOCATIONAL FINANCE SPECIALIST	7	C	69J	69J	1,710	2,208	9.83	12.69	7 TECHNICAL	69J
000323	WAREHOUSE EXAMINER	7	C	64I	64I	1,484	1,869	8.53	10.74	7 TECHNICAL	64I
001925	WATER TREATMENT PLANT OPERATOR	2A	B	88B	88B	1,777	1,829	10.21	10.51	2 CRAFT	88B
000759	WEIGHTS & MEASURES INVEST 1	7	C	68I	68I	1,662	2,088	9.55	12.00	7 TECHNICAL	68I
001863	WEIGHTS & MEAS INVEST 1 HEAVY	7	C	69I	69I	1,710	2,147	9.83	12.34	7 TECHNICAL	69I
000760	WEIGHTS & MEASURES INVEST 2	7	C	71J	71J	1,815	2,326	10.43	13.37	7 TECHNICAL	71J
000758	WEIGHTS & MEASURES REP	7	C	62I	62I	1,404	1,763	8.07	10.13	7 TECHNICAL	62I
000761	WELDER	2A	B	90B	90B	1,883	1,938	10.82	11.14	2 CRAFT	90B
001942	WORD PROCESSING OPERATOR 1	3C-4-6	L	51H	54H	1,122	1,322	6.45	7.60	6 CLERICAL	57H
001943	WORD PROCESSING OPERATOR 2	3C-4-6	L	54H	57H	1,206	1,432	6.93	8.23	6 CLERICAL	59H
001944	WORD PROCESSING OPERATOR 3	3C-4-6	L	57H	60H	1,291	1,552	7.42	8.92	6 CLERICAL	62H

CLASS CODE	TITLE	GRID	SERIES	COMP CODE 6-30-83	7-1-83	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME	COMP CODE * 7-1-84
000877	WORK METHODS EVALUATOR	7	C	68I	68I	1,662	2,088	9.55	12.00	7 TECHNICAL	68I
000876	WORK METHODS TECHNICIAN	7	C	63I	63I	1,446	1,815	8.31	10.43	7 TECHNICAL	63I
001468	WORKERS' COMP ANALYST	3C-4-6	L	63H	63H	1,397	1,686	8.03	9.69	6 CLERICAL	63H
000941	WORKERS' COMP ANALYST SR	3C-4-6	L	66H	66H	1,509	1,834	8.67	10.54	6 CLERICAL	66H
001695	ZOO KEEPER	7	C	60I	60I	1,328	1,662	7.63	9.55	7 TECHNICAL	60I

Compensation Grid 2A
Unit 2 AFSCME Craft, Maintenance and Labor
Series B Ranges 77 - 95
Effective 7/1/83 - 6/30/84

Comp Code		Orientation		Base	
Step			01	02	
Series	Range				Range
B	77	YR	16,161	16,495	77
		MO	1347	1375	
		HR	7.74	7.90	
B	78	YR	16,495	16,788	78
		MO	1375	1399	
		HR	7.90	8.04	
B	79	YR	16,788	17,122	79
		MO	1399	1427	
		HR	8.04	8.20	
B	80	YR	17,122	17,456	80
		MO	1427	1455	
		HR	8.20	8.36	
B	81	YR	17,456	17,957	81
		MO	1455	1496	
		HR	8.36	8.60	
B	82	YR	17,957	18,500	82
		MO	1496	1542	
		HR	8.60	8.86	
B	83	YR	18,500	19,022	83
		MO	1542	1585	
		HR	8.86	9.11	
B	84	YR	19,022	19,585	84
		MO	1585	1632	
		HR	9.11	9.38	
B	85	YR	19,585	20,149	85
		MO	1632	1679	
		HR	9.38	9.65	
B	86	YR	20,149	20,713	86
		MO	1679	1726	
		HR	9.65	9.92	
B	87	YR	20,713	21,318	87
		MO	1726	1777	
		HR	9.92	10.21	
B	88	YR	21,318	21,945	88
		MO	1777	1829	
		HR	10.21	10.51	
B	89	YR	21,945	22,592	89
		MO	1829	1883	
		HR	10.51	10.82	
B	90	YR	22,592	23,260	90
		MO	1883	1938	
		HR	10.82	11.14	
B	91	YR	23,260	23,949	91
		MO	1938	1996	
		HR	11.14	11.47	
B	92	YR	23,949	24,638	92
		MO	1996	2053	
		HR	11.47	11.80	
B	93	YR	24,638	25,390	93
		MO	2053	2116	
		HR	11.80	12.16	
B	94	YR	25,390	26,142	94
		MO	2116	2178	
		HR	12.16	12.52	
B	95	YR	26,142	26,956	95
		MO	2178	2246	
		HR	12.52	12.91	

Step	01	02
Comp Code	Orientation	Base
YR	- Yearly Salary Rate	
MO	- Monthly Salary Rate	
HR	- Hourly Salary Rate	

Compensation Grid 2A
Unit 2 AFSCME Craft, Maintenance and Labor
Series B Ranges 77 - 95
Effective 7/1/84 - 6/30/85

Comp Code		A		B	
Step		01		02	
Series	Range	YR			Range
B	77	MO	16,892	17,247	77
		HR	1408	1437	
			8.09	8.26	
B	78	YR	17,247	17,539	78
		MO	1437	1462	
		HR	8.26	8.40	
B	79	YR	17,539	17,894	79
		MO	1462	1491	
		HR	8.40	8.57	
B	80	YR	17,894	18,249	80
		MO	1491	1521	
		HR	8.57	8.74	
B	81	YR	18,249	18,771	81
		MO	1521	1564	
		HR	8.74	8.99	
B	82	YR	18,771	19,335	82
		MO	1564	1611	
		HR	8.99	9.26	
B	83	YR	19,335	19,878	83
		MO	1611	1656	
		HR	9.26	9.52	
B	84	YR	19,878	20,462	84
		MO	1656	1705	
		HR	9.52	9.80	
B	85	YR	20,462	21,047	85
		MO	1705	1754	
		HR	9.80	10.08	
B	86	YR	21,047	21,653	86
		MO	1754	1804	
		HR	10.08	10.37	
B	87	YR	21,653	22,279	87
		MO	1804	1857	
		HR	10.37	10.67	
B	88	YR	22,279	22,926	88
		MO	1857	1911	
		HR	10.67	10.98	
B	89	YR	22,926	23,615	89
		MO	1911	1968	
		HR	10.98	11.31	
B	90	YR	23,615	24,304	90
		MO	1968	2025	
		HR	11.31	11.64	
B	91	YR	24,304	25,035	91
		MO	2025	2086	
		HR	11.64	11.99	
B	92	YR	25,035	25,745	92
		MO	2086	2145	
		HR	11.99	12.33	
B	93	YR	25,745	26,538	93
		MO	2145	2212	
		HR	12.33	12.71	
B	94	YR	26,538	27,311	94
		MO	2212	2276	
		HR	12.71	13.08	
B	95	YR	27,311	28,167	95
		MO	2276	2347	
		HR	13.08	13.49	

Step	01	02
Comp Code	A	B

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

Compensation Grid 2B
Unit 2 AFSCME Apprentice Range
Series B Range 99I
Effective 7/1/83 - 6/30/84

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	18,688	19,084	19,460	19,920	20,295	20,755	21,193	21,653	22,133
MO	1557	1590	1622	1660	1691	1730	1766	1804	1844
HR	8.95	9.14	9.32	9.54	9.72	9.94	10.15	10.37	10.60

Effective 7/1/84 - 6/30/85

	<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	19,523	19,940	20,337	20,817	21,214	21,694	22,154	22,634	23,135
MO	1627	1662	1695	1735	1768	1808	1846	1886	1928
HR	9.35	9.55	9.74	9.97	10.16	10.39	10.61	10.84	11.08

Compensation Grid 2C
Unit 2 AFSCME Building Maintenance Coordinator and Storage Garage Supervisor
Series C Ranges 40-41
Effective 7/1/83 - 6/30/84

Comp Code				A	B	C	D	E	F	G	H	Range
Step				01	02	03	04	05	06	07	08	
Series	Range											
Building Maintenance Coordinator	C	40	YR	23,052	23,720	24,367	25,056	25,766	26,497	27,186		40
			MO	1921	1977	2031	2088	2147	2208	2265		
			HR	11.04	11.36	11.67	12.00	12.34	12.69	13.02		
Storage Garage Supervisor	C	41	YR	15,493	15,827	16,245	16,662	17,122	17,664	18,082	18,583	41
			MO	1291	1319	1354	1389	1427	1472	1507	1549	
			HR	7.42	7.58	7.78	7.98	8.20	8.46	8.66	8.90	

Effective 7/1/84 - 6/30/85

Comp Code				A	B	C	D	E	F	G	H	Range
Step				01	02	03	04	05	06	07	08	
Series	Range											
Building Maintenance Coordinator	C	40	YR	24,096	24,785	25,474	26,184	26,935	27,687	28,418		40
			MO	2008	2065	2123	2182	2245	2307	2368		
			HR	11.54	11.87	12.20	12.54	12.90	13.26	13.61		
Storage Garage Supervisor	C	41	YR	16,182	16,537	16,975	17,414	17,894	18,458	18,896	19,418	41
			MO	1349	1378	1415	1451	1491	1538	1575	1618	
			HR	7.75	7.92	8.13	8.34	8.57	8.84	9.05	9.30	

Compensation Grid 3A
Unit 3 AFSCME Labor Service
Series L Range 10
Effective 7/1/83-6/30/84

Comp Code		A	B	C	D	
Step		01	02	03	04	
Series	Range					Range
L	10	YR	14,574	14,887	16,245	16,683
		MO	1215	1241	1354	1390
		HR	6.98	7.13	7.78	7.99

Effective 7/1/84-6/30/85

Comp Code		A	B	C	D	
Step		01	02	03	04	
Series	Range					Range
L	10	YR	15,222	15,556	16,975	17,435
		MO	1268	1296	1415	1453
		HR	7.29	7.45	8.13	8.35

Step	01	02	03	04
Comp Code	A	B	C	D
YR - Yearly Salary Rate				
MO - Monthly Salary Rate				
HR - Hourly Salary Rate				

Compensation Grid 3B
Unit 3 AFSCME
General Maintenance Worker and Materials Transfer Driver
Series L Ranges 1-9
Effective 7/1/83-6/30/84

Comp Code			A	B	
Step			01	02	
Series	Range	YR	15,389	15,723	Range
L	1	MO	1282	1310	1
		HR	7.37	7.53	
		YR	15,723	15,973	
L	2	MO	1310	1331	2
		HR	7.53	7.65	
		YR	15,973	16,286	
L	3	MO	1331	1357	3
		HR	7.65	7.80	
		YR	16,286	16,620	
L	4	MO	1357	1385	4
		HR	7.80	7.96	
		YR	16,620	17,059	
L	5	MO	1385	1422	5
		HR	7.96	8.17	
		YR	17,059	17,539	
L	6	MO	1422	1462	6
		HR	8.17	8.40	
		YR	17,539	18,019	
L	7	MO	1462	1502	7
		HR	8.40	8.63	
		YR	18,019	18,541	
L	8	MO	1502	1545	8
		HR	8.63	8.88	
		YR	18,541	19,063	
L	9	MO	1545	1589	9
		HR	8.88	9.13	
		YR			

Step	01	02
Comp Code	A	B
YR - Yearly Salary Rate		
MO - Monthly Salary Rate		
HR - Hourly Salary Rate		

Compensation Grid 3B
Unit 3 AFSCME
General Maintenance Worker and Materials Transfer Driver
Series L Ranges 1-9
Effective 7/1/84-6/30/85

Comp Code			A	B	
Step			01	02	
Series	Range	YR	16,078	16,433	Range
L	1	MO	1340	1369	1
		HR	7.70	7.87	
		YR	16,433	16,683	
L	2	MO	1369	1390	2
		HR	7.87	7.99	
		YR	16,683	17,017	
L	3	MO	1390	1418	3
		HR	7.99	8.15	
		YR	17,017	17,372	
L	4	MO	1418	1448	4
		HR	8.15	8.32	
		YR	17,372	17,832	
L	5	MO	1448	1486	5
		HR	8.32	8.54	
		YR	17,832	18,333	
L	6	MO	1486	1528	6
		HR	8.54	8.78	
		YR	18,333	18,834	
L	7	MO	1528	1569	7
		HR	8.78	9.02	
		YR	18,834	19,377	
L	8	MO	1569	1615	8
		HR	9.02	9.28	
		YR	19,377	19,920	
L	9	MO	1615	1660	9
		HR	9.28	9.54	
		YR			

Step	01	02
Comp Code	A	B
YR - Yearly Salary Rate		
MO - Monthly Salary Rate		
HR - Hourly Salary Rate		

Units 3, 4, and 6 AFSCME Service, Health Care Non-Professional, and Clerical
Series L, Ranges 42-77
Effective 7/1/83-6/30/84

[illegible]

Effective 7/1/83-6/30/84

[illegible]

Compensation Grid 3C-4-6

Units 3, 4, and 6 AFSCME Service, Health Care Non-Professional, and Clerical

Series L, Ranges 42-77

Effective 7/1/84-6/30/85

NAME

Step	01	02	03	04	05	06	07	08	09	10	K
Comp Code	A	B	C	D	E	F	G	H	I	J	11

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

Effective 7/1/84-6/30/85

[illegible]

Compensation Grid 7
Unit 7 AFSCME Technical
Series C Ranges 42-77
Effective 7/1/83-6/30/84

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

Compensation Grid 7
Unit 7 AFSCME Technical (Cont.)
Series C Ranges 42-77
Effective 7/1/83-6/30/84

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	60	YR	15,931	16,370	16,850	17,351	17,811	18,312	18,834	19,398	19,940	20,525	60
		MO	1328	1364	1404	1446	1484	1526	1569	1616	1662	1710	
		HR	7.63	7.84	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.83	
C	61	YR	16,370	16,850	17,351	17,811	18,312	18,834	19,398	19,940	20,525	21,151	61
		MO	1364	1404	1446	1484	1526	1569	1616	1662	1710	1763	
		HR	7.84	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.83	10.13	
C	62	YR	16,850	17,351	17,811	18,312	18,834	19,398	19,940	20,525	21,151	21,778	62
		MO	1404	1446	1484	1526	1569	1616	1662	1710	1763	1815	
		HR	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.83	10.13	10.43	
C	63	YR	17,351	17,811	18,312	18,834	19,398	19,940	20,525	21,151	21,778	22,425	63
		MO	1446	1484	1526	1569	1616	1662	1710	1763	1815	1869	
		HR	8.31	8.53	8.77	9.02	9.29	9.55	9.83	10.13	10.43	10.74	
C	64	YR	17,811	18,312	18,834	19,398	19,940	20,525	21,151	21,778	22,425	23,052	64
		MO	1484	1526	1569	1616	1662	1710	1763	1815	1869	1921	
		HR	8.53	8.77	9.02	9.29	9.55	9.83	10.13	10.43	10.74	11.04	
C	65	YR	18,312	18,834	19,398	19,940	20,525	21,151	21,778	22,425	23,052	23,720	65
		MO	1526	1569	1616	1662	1710	1763	1815	1869	1921	1977	
		HR	8.77	9.02	9.29	9.55	9.83	10.13	10.43	10.74	11.04	11.36	
C	66	YR	18,834	19,398	19,940	20,525	21,151	21,778	22,425	23,052	23,720	24,367	66
		MO	1569	1616	1662	1710	1763	1815	1869	1921	1977	2031	
		HR	9.02	9.29	9.55	9.83	10.13	10.43	10.74	11.04	11.36	11.67	
C	67	YR	19,398	19,940	20,525	21,151	21,778	22,425	23,052	23,720	24,367	25,056	67
		MO	1616	1662	1710	1763	1815	1869	1921	1977	2031	2088	
		HR	9.29	9.55	9.83	10.13	10.43	10.74	11.04	11.36	11.67	12.00	
C	68	YR	19,940	20,525	21,151	21,778	22,425	23,052	23,720	24,367	25,056	25,766	68
		MO	1662	1710	1763	1815	1869	1921	1977	2031	2088	2147	
		HR	9.55	9.83	10.13	10.43	10.74	11.04	11.36	11.67	12.00	12.34	
C	69	YR	20,525	21,151	21,778	22,425	23,052	23,720	24,367	25,056	25,766	26,497	69
		MO	1710	1763	1815	1869	1921	1977	2031	2088	2147	2208	
		HR	9.83	10.13	10.43	10.74	11.04	11.36	11.67	12.00	12.34	12.69	
C	70	YR	21,151	21,778	22,425	23,052	23,720	24,367	25,056	25,766	26,497	27,186	70
		MO	1763	1815	1869	1921	1977	2031	2088	2147	2208	2265	
		HR	10.13	10.43	10.74	11.04	11.36	11.67	12.00	12.34	12.69	13.02	
C	71	YR	21,778	22,425	23,052	23,720	24,367	25,056	25,766	26,497	27,186	27,917	71
		MO	1815	1869	1921	1977	2031	2088	2147	2208	2265	2326	
		HR	10.43	10.74	11.04	11.36	11.67	12.00	12.34	12.69	13.02	13.37	
C	72	YR	22,425	23,052	23,720	24,367	25,056	25,766	26,497	27,186	27,917	28,626	72
		MO	1869	1921	1977	2031	2088	2147	2208	2265	2326	2386	
		HR	10.74	11.04	11.36	11.67	12.00	12.34	12.69	13.02	13.37	13.71	
C	73	YR	23,052	23,720	24,367	25,056	25,766	26,497	27,186	27,917	28,626	29,336	73
		MO	1921	1977	2031	2088	2147	2208	2265	2326	2386	2445	
		HR	11.04	11.36	11.67	12.00	12.34	12.69	13.02	13.37	13.71	14.05	
C	74	YR	23,720	24,367	25,056	25,766	26,497	27,186	27,917	28,626	29,336	30,046	74
		MO	1977	2031	2088	2147	2208	2265	2326	2386	2445	2504	
		HR	11.36	11.67	12.00	12.34	12.69	13.02	13.37	13.71	14.05	14.39	
C	75	YR	24,367	25,056	25,766	26,497	27,186	27,917	28,626	29,336	30,046	30,777	75
		MO	2031	2088	2147	2208	2265	2326	2386	2445	2504	2565	
		HR	11.67	12.00	12.34	12.69	13.02	13.37	13.71	14.05	14.39	14.74	
C	76	YR	25,056	25,766	26,497	27,186	27,917	28,626	29,336	30,046	30,777	31,487	76
		MO	2088	2147	2208	2265	2326	2386	2445	2504	2565	2624	
		HR	12.00	12.34	12.69	13.02	13.37	13.71	14.05	14.39	14.74	15.08	
C	77	YR	25,766	26,497	27,186	27,917	28,626	29,336	30,046	30,777	31,487	32,176	77
		MO	2147	2208	2265	2326	2386	2445	2504	2565	2624	2681	
		HR	12.34	12.69	13.02	13.37	13.71	14.05	14.39	14.74	15.08	15.41	

[illegible]

Compensation Grid 7
Unit 7 AFSCME Technical
Series C Ranges 42-77
Effective 7/1/84-6/30/85

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	
C	42	YR	10,878	11,129	11,421	11,735	12,027	12,403	12,674	12,946	13,259	13,509	42
		MO	907	927	952	978	1002	1034	1056	1079	1105	1126	
		HR	5.21	5.33	5.47	5.62	5.76	5.94	6.07	6.20	6.35	6.47	
C	43	YR	11,129	11,421	11,735	12,027	12,403	12,674	12,946	13,259	13,509	13,802	43
		MO	927	952	978	1002	1034	1056	1079	1105	1126	1150	
		HR	5.33	5.47	5.62	5.76	5.94	6.07	6.20	6.35	6.47	6.61	
C	44	YR	11,421	11,735	12,027	12,403	12,674	12,946	13,259	13,509	13,802	14,073	44
		MO	952	978	1002	1034	1056	1079	1105	1126	1150	1173	
		HR	5.47	5.62	5.76	5.94	6.07	6.20	6.35	6.47	6.61	6.74	
C	45	YR	11,735	12,027	12,403	12,674	12,946	13,259	13,509	13,802	14,073	14,449	45
		MO	978	1002	1034	1056	1079	1105	1126	1150	1173	1204	
		HR	5.62	5.76	5.94	6.07	6.20	6.35	6.47	6.61	6.74	6.92	
C	46	YR	12,027	12,403	12,674	12,946	13,259	13,509	13,802	14,073	14,449	14,804	46
		MO	1002	1034	1056	1079	1105	1126	1150	1173	1204	1234	
		HR	5.76	5.94	6.07	6.20	6.35	6.47	6.61	6.74	6.92	7.09	
C	47	YR	12,403	12,674	12,946	13,259	13,509	13,802	14,073	14,449	14,804	15,138	47
		MO	1034	1056	1079	1105	1126	1150	1173	1204	1234	1262	
		HR	5.94	6.07	6.20	6.35	6.47	6.61	6.74	6.92	7.09	7.25	
C	48	YR	12,674	12,946	13,259	13,509	13,802	14,073	14,449	14,804	15,138	15,514	48
		MO	1056	1079	1105	1126	1150	1173	1204	1234	1262	1293	
		HR	6.07	6.20	6.35	6.47	6.61	6.74	6.92	7.09	7.25	7.43	
C	49	YR	12,946	13,259	13,509	13,802	14,073	14,365	14,804	15,138	15,514	15,869	49
		MO	1079	1105	1126	1150	1173	1197	1234	1262	1293	1322	
		HR	6.20	6.35	6.47	6.61	6.74	6.88	7.09	7.25	7.43	7.60	
C	50	YR	13,259	13,509	13,802	14,073	14,365	14,741	15,117	15,514	15,869	16,266	50
		MO	1105	1126	1150	1173	1197	1228	1260	1293	1322	1355	
		HR	6.35	6.47	6.61	6.74	6.88	7.06	7.24	7.43	7.60	7.79	
C	51	YR	13,509	13,802	14,073	14,365	14,741	15,117	15,514	15,869	16,266	16,641	51
		MO	1126	1150	1173	1197	1228	1260	1293	1322	1355	1387	
		HR	6.47	6.61	6.74	6.88	7.06	7.24	7.43	7.60	7.79	7.97	
C	52	YR	13,802	14,073	14,365	14,741	15,117	15,514	15,869	16,266	16,641	17,101	52
		MO	1150	1173	1197	1228	1260	1293	1322	1355	1387	1425	
		HR	6.61	6.74	6.88	7.06	7.24	7.43	7.60	7.79	7.97	8.19	
C	53	YR	14,073	14,365	14,741	15,117	15,514	15,869	16,266	16,641	17,101	17,602	53
		MO	1173	1197	1228	1260	1293	1322	1355	1387	1425	1467	
		HR	6.74	6.88	7.06	7.24	7.43	7.60	7.79	7.97	8.19	8.43	
C	54	YR	14,365	14,741	15,117	15,514	15,869	16,266	16,641	17,101	17,602	18,124	54
		MO	1197	1228	1260	1293	1322	1355	1387	1425	1467	1510	
		HR	6.88	7.06	7.24	7.43	7.60	7.79	7.97	8.19	8.43	8.68	
C	55	YR	14,741	15,117	15,514	15,869	16,266	16,641	17,101	17,602	18,124	18,604	55
		MO	1228	1260	1293	1322	1355	1387	1425	1467	1510	1550	
		HR	7.06	7.24	7.43	7.60	7.79	7.97	8.19	8.43	8.68	8.91	
C	56	YR	15,117	15,514	15,869	16,266	16,641	17,101	17,602	18,124	18,604	19,126	56
		MO	1260	1293	1322	1355	1387	1425	1467	1510	1550	1594	
		HR	7.24	7.43	7.60	7.79	7.97	8.19	8.43	8.68	8.91	9.16	
C	57	YR	15,514	15,869	16,266	16,641	17,101	17,602	18,124	18,604	19,126	19,690	57
		MO	1293	1322	1355	1387	1425	1467	1510	1550	1594	1641	
		HR	7.43	7.60	7.79	7.97	8.19	8.43	8.68	8.91	9.16	9.43	
C	58	YR	15,869	16,266	16,641	17,101	17,602	18,124	18,604	19,126	19,690	20,274	58
		MO	1322	1355	1387	1425	1467	1510	1550	1594	1641	1690	
		HR	7.60	7.79	7.97	8.19	8.43	8.68	8.91	9.16	9.43	9.71	
C	59	YR	16,266	16,641	17,101	17,602	18,124	18,604	19,126	19,690	20,274	20,838	59
		MO	1355	1387	1425	1467	1510	1550	1594	1641	1690	1737	
		HR	7.79	7.97	8.19	8.43	8.68	8.91	9.16	9.43	9.71	9.98	

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

Compensation Grid 7
Unit 7 AFSCME Technical (Cont.)
Series C Ranges 42-77
Effective 7/1/84-6/30/85

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	60	YR	16,641	17,101	17,602	18,124	18,604	19,126	19,690	20,274	20,838	21,444	60
		MO	1387	1425	1467	1510	1550	1594	1641	1690	1737	1787	
		HR	7.97	8.19	8.43	8.68	8.91	9.16	9.43	9.71	9.98	10.27	
C	61	YR	17,101	17,602	18,124	18,604	19,126	19,690	20,274	20,838	21,444	22,112	61
		MO	1425	1467	1510	1550	1594	1641	1690	1737	1787	1843	
		HR	8.19	8.43	8.68	8.91	9.16	9.43	9.71	9.98	10.27	10.59	
C	62	YR	17,602	18,124	18,604	19,126	19,690	20,274	20,838	21,444	22,112	22,759	62
		MO	1467	1510	1550	1594	1641	1690	1737	1787	1843	1897	
		HR	8.43	8.68	8.91	9.16	9.43	9.71	9.98	10.27	10.59	10.90	
C	63	YR	18,124	18,604	19,126	19,690	20,274	20,838	21,444	22,112	22,759	23,427	63
		MO	1510	1550	1594	1641	1690	1737	1787	1843	1897	1952	
		HR	8.68	8.91	9.16	9.43	9.71	9.98	10.27	10.59	10.90	11.22	
C	64	YR	18,604	19,126	19,690	20,274	20,838	21,444	22,112	22,759	23,427	24,096	64
		MO	1550	1594	1641	1690	1737	1787	1843	1897	1952	2008	
		HR	8.91	9.16	9.43	9.71	9.98	10.27	10.59	10.90	11.22	11.54	
C	65	YR	19,126	19,690	20,274	20,838	21,444	22,112	22,759	23,427	24,096	24,785	65
		MO	1594	1641	1690	1737	1787	1843	1897	1952	2008	2065	
		HR	9.16	9.43	9.71	9.98	10.27	10.59	10.90	11.22	11.54	11.87	
C	66	YR	19,690	20,274	20,838	21,444	22,112	22,759	23,427	24,096	24,785	25,474	66
		MO	1641	1690	1737	1787	1843	1897	1952	2008	2065	2123	
		HR	9.43	9.71	9.98	10.27	10.59	10.90	11.22	11.54	11.87	12.20	
C	67	YR	20,274	20,838	21,444	22,112	22,759	23,427	24,096	24,785	25,474	26,184	67
		MO	1690	1737	1787	1843	1897	1952	2008	2065	2123	2182	
		HR	9.71	9.98	10.27	10.59	10.90	11.22	11.54	11.87	12.20	12.54	
C	68	YR	20,838	21,444	22,112	22,759	23,427	24,096	24,785	25,474	26,184	26,935	68
		MO	1737	1787	1843	1897	1952	2008	2065	2123	2182	2245	
		HR	9.98	10.27	10.59	10.90	11.22	11.54	11.87	12.20	12.54	12.90	
C	69	YR	21,444	22,112	22,759	23,427	24,096	24,785	25,474	26,184	26,935	27,687	69
		MO	1787	1843	1897	1952	2008	2065	2123	2182	2245	2307	
		HR	10.27	10.59	10.90	11.22	11.54	11.87	12.20	12.54	12.90	13.26	
C	70	YR	22,112	22,759	23,427	24,096	24,785	25,474	26,184	26,935	27,687	28,418	70
		MO	1843	1897	1952	2008	2065	2123	2182	2245	2307	2368	
		HR	10.59	10.90	11.22	11.54	11.87	12.20	12.54	12.90	13.26	13.61	
C	71	YR	22,759	23,427	24,096	24,785	25,474	26,184	26,935	27,687	28,418	29,169	71
		MO	1897	1952	2008	2065	2123	2182	2245	2307	2368	2431	
		HR	10.90	11.22	11.54	11.87	12.20	12.54	12.90	13.26	13.61	13.97	
C	72	YR	23,427	24,096	24,785	25,474	26,184	26,935	27,687	28,418	29,169	29,921	72
		MO	1952	2008	2065	2123	2182	2245	2307	2368	2431	2493	
		HR	11.22	11.54	11.87	12.20	12.54	12.90	13.26	13.61	13.97	14.33	
C	73	YR	24,096	24,785	25,474	26,184	26,935	27,687	28,418	29,169	29,921	30,652	73
		MO	2008	2065	2123	2182	2245	2307	2368	2431	2493	2554	
		HR	11.54	11.87	12.20	12.54	12.90	13.26	13.61	13.97	14.33	14.68	
C	74	YR	24,785	25,474	26,184	26,935	27,687	28,418	29,169	29,921	30,652	31,404	74
		MO	2065	2123	2182	2245	2307	2368	2431	2493	2554	2617	
		HR	11.87	12.20	12.54	12.90	13.26	13.61	13.97	14.33	14.68	15.04	
C	75	YR	25,474	26,184	26,935	27,687	28,418	29,169	29,921	30,652	31,404	32,155	75
		MO	2123	2182	2245	2307	2368	2431	2493	2554	2617	2680	
		HR	12.20	12.54	12.90	13.26	13.61	13.97	14.33	14.68	15.04	15.40	
C	76	YR	26,184	26,935	27,687	28,418	29,169	29,921	30,652	31,404	32,155	32,907	76
		MO	2182	2245	2307	2368	2431	2493	2554	2617	2680	2742	
		HR	12.54	12.90	13.26	13.61	13.97	14.33	14.68	15.04	15.40	15.76	
C	77	YR	26,935	27,687	28,418	29,169	29,921	30,652	31,404	32,155	32,907	33,617	77
		MO	2245	2307	2368	2431	2493	2554	2617	2680	2742	2801	
		HR	12.90	13.26	13.61	13.97	14.33	14.68	15.04	15.40	15.76	16.10	

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										

Competition Grid 8
Unit 8 AFSCME Correctional Counselors
Series C Ranges 1-3
Effective 7/1/83 - 6/30/84

Comp Code			A	B	C	D	E	F	G	H	
Step			01	02	03	04	05	06	07	08	
Series	Range	YR									Range
C	1	MO	16,996	17,477	17,957						1
		HR	1416	1456	1496						
			8.14	8.37	8.60						
C	2	YR	18,458	18,980	19,565	20,087	20,650	21,298	21,924	22,571	2
		MO	1538	1582	1630	1674	1721	1775	1827	1881	
		HR	8.84	9.09	9.37	9.62	9.89	10.20	10.50	10.81	
C	3	YR	21,298	21,924	22,571	23,219	23,845	24,492	25,202	25,933	3
		MO	1775	1827	1881	1935	1987	2041	2100	2161	
		HR	10.20	10.50	10.81	11.12	11.42	11.73	12.07	12.42	

Effective 7/1/84 - 6/30/85

Series	Range	YR									Range
C	1	MO	17,769	18,270	18,771						1
		HR	1481	1523	1564						
			8.51	8.75	8.99						
C	2	YR	19,293	19,836	20,442	20,984	21,590	22,258	22,905	23,594	2
		MO	1608	1653	1703	1749	1799	1855	1909	1966	
		HR	9.24	9.50	9.79	10.05	10.34	10.66	10.97	11.30	
C	3	YR	22,258	22,905	23,594	24,263	24,910	25,599	26,330	27,102	3
		MO	1855	1909	1966	2022	2076	2133	2194	2259	
		HR	10.66	10.97	11.30	11.62	11.93	12.26	12.61	12.98	

APPENDIX E(2)

PAY EQUITY ADJUSTMENTS

<u>Class Code</u>	<u>Class Title</u>	<u>Unit</u>	<u>Series</u>	<u>6/30/83 Comp Code</u>	<u>7/1/83 Comp Code</u>	<u>7/1/84 Comp Code</u>
000001	Account Clerk	6	L	53H	56H	59H
000632	Account Clerk, Senior	6	L	58H	60H	62H
000774	Accounting Technician	7	C	61I	62I	63I
001026	Administrative Secretary	6	L	58H	60H	62H
001803	Admission/Gift Shop Clerk	6	L	48H	50H	55H
002305	Alcohol Problem Assessor	7	C	64I	66I	67I
000112	Bacteriology Aide	7	C	57I	59I	61I
000116	Beauty Operator	7	C	54I	56I	57I
000117	Beauty Shop Inspector	7	C	56I	59I	60I
001394	Buyer Aide	6	L	57H	60H	61H
001858	Buyer Assistant	6	L	54H	56H	58H
001661	Capitol Centrex Operator, Senior	6	L	53H	55H	57H
000148	Cashier	6	L	58H	60H	62H
000152	Cereal Chemist	7	C	62I	64I	65I
000176	Clerk 1	6	L	48G	50G	53G
000177	Clerk 2	6	L	51H	53H	56H
001928	Clerk 3	6	L	53H	55H	58H
000642	Clerk 4	6	L	56H	58H	61H
000179	Clerk Stenographer 1	6	L	51H	53H	55H
000981	Clerk Stenographer 2	6	L	53H	55H	57H
002090	Clerk Stenographer 3	6	L	55H	57H	59H
000665	Clerk Stenographer 4	6	L	57H	59H	61H
000180	Clerk Typist 1	6	L	49G	52G	54G
000980	Clerk Typist 2	6	L	51H	53H	56H
001929	Clerk Typist 3	6	L	53H	56H	58H
000666	Clerk Typist 4	6	L	56H	59H	61H
001602	College Bookstore Coordinator	6	L	54H	56H	59H
000181	College Cashier	6	L	56H	58H	60H
001640	Consumer Aide	6	L	57H	59H	61H
002401	Consumer Aide, Senior	6	L	59H	61H	64H
000197	Cook	3	L	54H	56H	57H
000402	Data Entry Operator	6	L	51H	54H	56H
001465	Data Entry Operator, Lead	6	L	57H	59H	61H
001384	Data Entry Operator, Senior	6	L	53H	56H	58H
002303	Data Processing Coordinator 1	6	L	60H	62H	64H
002280	Data Processing Coordinator 2	6	L	69I	70I	70I
000225	Dental Assistant	7	C	53I	55I	56I
001623	Dental Assistant, Registered	7	C	56I	58I	59I
000227	Dental Hygienist	7	C	62I	63I	64I
000233	Dictaphone Operator	6	L	53H	55H	57H
000800	Dining Hall Coordinator	3	L	54H	56H	58H
001472	Driver & Vehicle Services Aide	6	L	54H	56H	59H
001082	Employment Services Assistant	6	L	53H	55H	58H
000792	Employment Services Technician	6	L	55H	57H	60H
001083	Employment Services Technician, Intermediate	6	L	57H	59H	62H
000793	Employment Services Technician, Senior	6	L	59H	61H	64H

APPENDIX E(2) (cont.)

<u>Class Code</u>	<u>Class Title</u>	<u>Unit</u>	<u>Series</u>	<u>6/30/83 Comp Code</u>	<u>7/1/83 Comp Code</u>	<u>7/1/84 Comp Code</u>
000292	Executive 1	6	L	60H	63H	65H
000293	Executive 2	6	L	66I	68I	70I
001673	Financial Aids Assistant	6	L	57H	59H	61H
000301	Fingerprint Technician	6	L	59H	61H	62H
000305	Food Service Worker	3	L	51H	52H	54H
001395	Health Program Aide	6	L	57H	59H	62H
001596	Human Rights Aide	6	L	57H	59H	62H
001562	Human Services Specialist	4	L	58H	60H	60K
001565	Human Services Technician, Senior	4	L	56H	56J	56K
001507	Laboratory Attendant 1	3	L	50H	52H	54H
000421	Laundry Assistant	3	L	52H	53H	55H
000422	Laundry Supervisor	3	L	56H	60H	61H
000427	Legal Secretary	6	L	59H	61H	63H
001542	Legal Secretary, Senior	6	L	61H	63H	65H
001936	Legal Text Edit Specialist	6	L	61H	63H	63H
000308	Library Technician	7	C	57I	58I	60I
000430	Licensed Practical Nurse 1	4	L	57H	59H	62H
001659	Licensed Practical Nurse 2	4	L	59H	61H	63H
001678	Medical Assistance Program Trainer	6	L	63H	65H	67H
001497	Medical Claims Technician 1	6	L	54H	56H	57H
001685	Medical Claims Technician 2	6	L	57H	59H	61H
001498	Medical Claims Technician 3	6	L	59H	61H	62H
000411	Medical Laboratory Technician 1	7	C	53I	57I	59I
000864	Medical Laboratory Technician 2	7	C	57I	59I	60I
000453	Medical Records Clerk	6	L	53H	55H	58H
000875	Medical Records Technician	7	C	57I	60I	61I
001475	Medical Records Technician, Senior	7	C	60I	62I	64I
000898	Microfilmer	6	L	51H	53H	56H
001041	MT/SC Operator	6	L	56H	58H	59H
001020	Pharmacy Technician	7	C	53I	55I	56I
000798	Radiologic Technologist	7	C	58I	61I	63I
001855	Reimbursement Clerk	6	L	53H	55H	58H
002028	Security/Communication Systems Monitor	3	L	56H	57H	58H
000623	Sewing Machine Operator	3	L	52H	56H	57H
001823	Social Worker Aide	6	L	53H	55H	58H
001674	Student Services Assistant	6	L	57H	59H	62H
000710	Switchboard Operator	6	L	51H	53H	56H
000946	Teletype Operator	6	L	53H	55H	57H
001441	Teletype Operator, Senior	6	L	56H	58H	59H
002243	Typing Services Coordinator	6	L	60H	62H	64H
000737	Unemployment Claims Clerk	6	L	56H	58H	61H
001942	Word Processing Operator 1	6	L	51H	54H	57H
001943	Word Processing Operator 2	6	L	54H	57H	59H
001944	Word Processing Operator 3	6	L	57H	60H	62H

*

APPENDIX E(2) (cont.)

Except as otherwise provided in this Appendix, all employees in the classes listed above shall convert, on the appropriate date, to the same relative step in the new salary range as they held in the old salary range, in addition to the salary adjustments provided by Article XVIII, Section 5. Such conversion shall not affect an employee's eligibility for progression increases.

Employees in the class Human Services Technician, Senior shall receive a two step in-range increase effective 7/1/83. Subsequent to that adjustment but also effective July 1, 1983, employees in the class Human Services Technician at step 4 through 8 shall convert to steps 1 through 5, respectively, in range 56J and be assigned to the class Human Services Technician, Senior. Such conversions shall not affect an employee's eligibility for progression increases, except that an employee who was at step 8 of range 53H on July 1, 1983 shall not be eligible for progression to step 6 of range 56J until July 1, 1984.

Effective July 1, 1983, progression increases for employees in the class Human Services Technician, Senior shall be based on the completion of 12 months of satisfactory continuous service at each step.

Effective July 1, 1984, employees who have been continuously employed in the class Human Services Technician, Senior since June 30, 1983 shall receive a one step in-range increase and employees in the class Human Services Specialist shall receive a three step in-range increase. If granting these increases would place an employee's rate above the range maximum, the employee's rate will be adjusted to the range maximum. Such increases shall not affect an employee's eligibility for progression increases.

APPENDIX F

PAY DIFFERENTIALS

Section 1. Intermittent Equipment Operations Differentials.

A. Equipment Pay Classification I (\$0.35 per hour).

Tandem trucks (in excess of 40,000 GVW)
Dempster Dumpster

B. Equipment Pay Classification II (\$0.65 per hour).

Four wheel drive loader
Power actuated auger (over 6 inches)
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
Aquatic Weed Cutter (Diesel Power)
Vermeer Tree Mover
Bio-Mass Gasification Plant

C. Equipment Pay Classification III (\$0.95 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
Power or Motor Grader (70 H.P. or greater-routine operations)
Gradall

D. Equipment Pay Classification IV (\$1.20 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) (\$1.00 per hour)

Bridge Worker Foreman (Intermittent) (\$0.75 per hour).

Section 3. Iron Range Resources and Rehabilitation Board. If a Department employee's total actual hours of operation for a particular piece of equipment equals or exceeds the minimum number of hours of training required to qualify for the piece of equipment and if the employee's operation of the equipment is determined by the Regional Supervisor to be satisfactory, such employee need no further certification for the types of equipment for which he/she has met the above requirements. However, such employee must complete the minimum number of hours of training required to operate other types of equipment before they can qualify for differential pay.

Intermittent Heavy Equipment Operator assignments shall be made on the basis of Department Seniority from among certified available employees capable of performing the work and assigned to the same principal place of work. For purposes of this Section, "Department Seniority" is defined as the length of continuous service within the IRRRB since the last day of entry into the IRRRB.

When more than one (1) certified employee is available for Heavy Equipment Operator assignment, the more senior certified operator of needed equipment shall have the right to defer an assignment to a less senior certified and available employee.

When heavy equipment moves into another principal place of work, the equipment will be operated by the most senior certified operator from the principal place of work where the equipment had been stationed.

Building demolition assignments shall be made to the most senior certified employee who is assigned to the IRRRB Administration building. If additional certified employees are necessary, the most senior certified employee in the Department and/or principal place of work closest to the actual work assignment shall be assigned to perform the work.

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. Employees are represented by the Union when assigned to Intermittent Foreman status. The selection and assignment of such employees are not subject to the provisions of Article XII of the Agreement. Discipline of such employees is subject to the provisions of Article XVI and XVII of the Agreement.

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. The Local Union shall be provided fourteen (14) days written notice of the interview date. During the selection process, a Union Representative shall be afforded the opportunity to 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 date of the required schedule of hours that were in effect on December 1, 1973, for that designated piece of equipment 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. Tandum 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.

4. Heavy Equipment Seniority.

Should any employees in the classification of Highway Maintenance Worker or Highway Maintenance Worker Senior transfer from one Seniority Unit to another Seniority Unit in the same department, they

shall continue to use their previous heavy equipment certification dates for purposes of their new assignment.

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 date of the required schedule of hours of training that were in effect on December 1, 1973, for that designated piece of equipment 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.

Should any employees in the classification of Highway Maintenance Worker and Highway Maintenance Worker Senior transfer from one Seniority Unit to another Seniority Unit in the same department, they shall continue to use their previous heavy equipment certification dates for purposes of their new assignment.

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).

Section 6. Department of Public Welfare.

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 (\$0.25) per hour when operating such a vehicle.

Section 7. Department of Military Affairs.

Employees of Military Affairs who work on high voltage elevated power lines shall receive a differential of \$1.15 per hour for all hours worked.

APPENDIX
AFSCME, COUNCIL NO. 6
BI-WEEKLY SENIORITY UNIT PERSONNEL TRANSACTIONS
(DO NOT INCLUDE EMPLOYEES WORKING LESS THAN 14 HRS/WK OR 67 DAYS/YR)

DEPARTMENT: _____ SENIORITY UNIT NAME: _____

LOCAL UNION: _____ FOR PAYROLL PERIOD ENDING: _____

ADDITIONS TO SENIORITY UNIT

SOCIAL SECURITY #	NAME: LAST,	FIRST	M.I.	CLASS TITLE	BARG. UNIT #	WORK LOCATION	HOME ADDRESS

DELETIONS FROM SENIORITY UNIT

CLASS TITLE	DELETION CODE*

NO ADDITIONS OR DELETIONS

THIS PAYROLL PERIOD

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 - 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 - Layoff (indicate effective date of layoff).
- 7 - Other - explain: _____

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 - Northwest - Brainerd Campus
Community College - Northwest - Fergus Falls Campus
Community College - Arrowhead - Hibbing Campus (including employees of Regional Campus)
Community College - Inver Hills
Community College - Arrowhead - Itasca Campus
Community College - Lakewood
Community College - Arrowhead - Mesabi Campus (including employees of Regional Campus)
Community College - Minneapolis
Community College - Normandale
Community College - North Hennepin
Community College - Northwest - Northland Campus
Community College - Arrowhead - Rainy River Campus
Community College - Rochester
Community College - Arrowhead - Vermillion Campus
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
Dentistry, Board 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, excluding the classification LPN, only in the school in which they are employed).

Electricity, Board of
Energy and Economic Development, Department of
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 Municipal Board
Natural Resources, Department of
Nursing, Board of
Ombudsman for Corrections
Optometry, Board of
Peace Officers Standard and Training Board
Pharmacy, Board of
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 - 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 Planning, Department of
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
Worker's Compensation Court of Appeals

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
Vocational Technical Education, Board of
Voyageurs National Park, Citizens' Committee for
Waste Management, Board of
Zoological Gardens, Minnesota

APPENDIX I

Insurance Plans

APPENDIX J

The following are class options in existence as of July 1, 1983. 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 Computer Science General
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 Technician Specialist	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 Production Control/Staging Records/Tape Librarian Documentation
Engineering Aide	Preventive Maintenance

Engineering Aide, Senior	General Dam Safety
Inventory Control Supervisor 1	General Analyst
Plant Industry Inspector	Seed Potato Apiary Barberry Control
Service Worker	Janitor Laundry Patient Care Clerical Stock Clerk Food Service Groundskeeper Mail Handler Housekeeping
Human Services Technician & Senior	Vocational Rehabilitation General (Hospital) Teacher Aide Day Care
Human Services Specialist & Senior	Behavior Modification Assistant Day Care Teacher Assistant Vocational Rehabilitation Assistant Certified Occupational Therapy Assistant Physical Therapy Assistant Residential Services Assistant Recreational Therapy Assistant Interpreter

In addition to the items specified in Article IV, Section 3, 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 July 1, 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	Rev.	Mankato S.U.	DOT	Energy
Chemical Dependency Counselor - Sr.					X												
Clerk 2 - Driver & Vehicle Svs. Aide													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 - Intern.																	X
Human Services Technician - Sr.					X		X										
Human Services Specialist - Sr.					X												
Livestock Weigher 1 - 2		X															
LPN 1 - LPN 2					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

A. DEPARTMENT OF ADMINISTRATION

Observed Holidays

Article VII, Section 4 of the Master Agreement shall be modified as follows:

The holiday for 3rd shift employees will be the day on which the shift begins rather than where the majority of hours fall.

Work Uniforms

The provisions of the Master Agreement are supplemented as follows:

Employees may be required to wear uniforms as a condition of employment; if so the Appointing Authority shall furnish such uniforms. Laundry Service uniforms currently provided will be maintained by the Appointing Authority. Proper maintenance of purchased uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees.

INFORMATION SERVICE BUREAU/COMPUTER OPERATIONS AND PRODUCTION CONTROL

Fixed Night Shift

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.

B. DEPARTMENT OF AGRICULTURE

Overtime

Article VI, Section 5A of the Master Agreement shall be supplemented and/or modified as follows:

For employees in the Grain Inspection or Grain Sampler series, overtime hours shall not be assigned to a compensatory bank unless mutually agreed to by the Local Union and the Appointing Authority.

C. COMMUNITY COLLEGE SYSTEM

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.

Uniforms

The Appointing Authority agrees to maintain its current provision of uniforms to employees.

D. DEPARTMENT OF CORRECTIONS

Grievance Procedure

Article XVII, Section 1 (Grievance Procedure) 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.

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 system.

MINNESOTA STATE REFORMATORY

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.

Vacation Leave

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Correctional Counselors who are scheduled on seven-day a week schedules shall be allowed to use vacation leave for one (1) weekend per year provided such scheduling does not result in the payment of overtime and insofar as adequate scheduling permits.

Vacancies, Filling of Positions

Article XII, Section 6(c)(1) of the Master Agreement shall be supplemented and/or modified as follows.

For Correctional Counselor II's on a promotional list for the classification Correctional Counselor III, the following shall apply:

If a promotional 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 promotional list certified by the Department of Employee Relations in the order of Classification 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.

MINNESOTA CORRECTIONAL FACILITY, LINO LAKES

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.

E. 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:

The seven (7) calendar day response limitations shall be extended to ten (10) calendar day response limitations.

Leaves of Absence

Article X, Section 4, Unpaid Leaves of Absence, of the Master Agreement shall be supplemented and/or modified as follows:

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.

Layoff

Article XV, Section 2D of the Master Agreement shall be supplemented and/or modified as follows:

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 work location. Work location for purposes of this Article shall be listed in a letter sent to the Union. 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 the work location of the position to be eliminated.

Article XV, Section 2E of the Master Agreement shall be supplemented and/or modified as follows:

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 subdivision of the work location of the position to be eliminated, or may reassign the least senior qualified employee from the same class (or class option), employment condition and subdivision of the work location. However, if the Appointing Authority requires volunteers and one or more employees volunteer for reassignment, the most senior qualified volunteer should 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 subdivision of the work location of the position to be eliminated to the position vacated by the noticed employee.

Article XV, Section 2F of the Master Agreement shall be supplemented and/or modified as follows:

- 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:

- 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 thirty-five (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 thirty-five (35) miles of the employee's current work location; or
- c. Full-time unlimited employees bump the least senior seasonal full-time employees in the same class and seniority unit within thirty-five (35) miles. Part-time unlimited employees bump the least senior seasonal part-time employee in the same class and seniority unit within thirty-five (35) miles. The unlimited employee shall be placed in the seasonal employment condition.

Unlimited employees need not have greater Classification Seniority than the seasonal employee being bumped.

If none 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.

If an employee who exercised option "c" above is subsequently laid off from that seasonal position, the employee may choose any of the options 1 - 10 above. If none of these options is available, the employee shall be laid off.

For purposes of exercising these options, the employee shall be considered unlimited full-time or unlimited part-time, whichever is applicable.

Article XV, Section 2F of the Master Agreement shall be supplemented and/or modified as follows:

An employee who is to be bumped a third time within in a six (6) month period shall have the option to be laid off rather than accept a vacancy or bump another employee.

Article XII, Section 6B(1) of the Master Agreement shall be supplemented and/or modified as follows:

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. However, unlimited employees who exercised option 2(F)(c) of Article XV, and were subsequently laid off and are available for seasonal work shall be placed on the Seniority Unit Layoff List for seasonal vacancies in their former principal place of employment. Unlimited and seasonal employees shall be recalled to seasonal vacancies at the principal place of employment in order of Classification Seniority without regard to employment condition (unlimited or seasonal). 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.

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority shall accept the bid of an employee on the Seniority Unit Layoff List for any vacancy in the classification from which the employee was laid off and which vacancy is at his/her former work location and shall consider that bid as provided in Article XII, Section 6. The employee is responsible to be aware of vacancies at his/her former work location.

F. DEPARTMENT OF EDUCATION, BRAILLE AND SIGHT SAVING AND MINNESOTA SCHOOL FOR THE DEAF

Summer School

The provisions of the Master Agreement are supplemented as follows:

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 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.

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.

Layoff

Article XV, Section 2D of the Master Agreement shall be supplemented and/or modified as follows:

Employees shall be permitted to extend their work season beyond the specified date of their layoff by the use of accumulated vacation and such extension of time shall not be considered a violation of the inverse seniority provisions of the layoff.

For employees engaged on an academic year, prior to June 1 of each year, employees shall designate the amount of vacation leave hours to be used. For employees engaged in summer school, prior to July 1 of each year, employees shall designate the amount of vacation leave hours to be used. Use of vacation leave hours shall be consecutive. Use of such accumulated vacation leave shall not entitle employees for holiday pay eligibility or conversion of vacation leave to sick leave.

G. 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/her 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.

H. DEPARTMENT OF NATURAL RESOURCES

Project Employment

Section 1. Right to Recall From Layoff. Seasonal Department of Natural Resources employees in layoff status who have the ability and capacity, as determined by the Appointing Authority, to perform the work, 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.

For purposes of this Section "Departmental Seniority" is defined as the length of continuous service within the Department of Natural Resources since the last date of entry into the Department of Natural Resources.

Section 2. Rate of Pay. Seasonal Department of Natural Resources employees 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:

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:

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) road 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.

Uniforms

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority.

The Appointing Authority agrees to meet and confer with the Union for the purpose of discussing the Department's Policy on Work Uniforms.

I. DEPARTMENT OF PUBLIC SAFETY

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.

SECURITY COMMUNICATION SYSTEMS MONITOR, RADIO COMMUNICATIONS OPERATOR AND SECURITY GUARD

Overtime Distribution

Article VI, Section 3 (A) of the Master Agreement shall be supplemented and/or modified as follows:

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

Any overtime work to be offered of more than four (4) hours shall be offered to the employee not scheduled for that day who has the least number of overtime hours to his/her credit.

In the event all capable employees in the classification of Security Communication Systems Monitor in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Security Communication Systems Monitors working the shifts immediately preceeding and following the overtime shift.

In the event all capable employees in the classification of Radio Communications Operator in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Radio Communications Operators working the shifts immediately preceeding and following the overtime shift.

In the event all capable employees in the classification of Security Guard in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Security Guards then on duty.

No employee shall work more than a twelve (12) hour shift except in cases where the Appointing Authority determines conditions exist such as severe weather or time constraints where it would be unfeasible to offer the overtime to off duty employees, at which time overtime would be worked by the employee then on duty.

STATE PATROL

Overtime

Article VI of the Master Agreement shall be supplemented and/or modified as follows:

The parties agree that the current scheduling of Radio Communication Operators does not constitute a violation of Article VI.

BUREAU OF CRIMINAL APPREHENSION - COMMUNICATION UNIT

Shift Assignment

Article XII, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

The supervisor shall make personnel assignments to the annual shift schedule on or about June 30 of each calendar year.

- A. Prior to making these assignments, on or about June 1 of each year, the supervisor will circulate a copy of the annual shift schedule for the next year to all members of the Communications Unit as an informational item.
- B. Upon receiving a copy of the coming year's schedule, each Communications Unit employee may submit in writing to the supervisor, a duplicate copy of the shift schedule on which the employee has indicated his/her shift assignment preference. Employees choosing to indicate a shift assignment preference must assign a preference number to each of the shifts on the schedule with their most desired shift assignment as preference number one.
- C. All shift preference lists must be received by the supervisor by June 15 of each year.
- D. After the June 15 deadline, the supervisor will make the annual shift assignments after reviewing all shift preference lists which had been submitted.
- E. The assignments made will be made by the supervisor according to Departmental Seniority.

For purposes of this Section, "Departmental Seniority" is defined as the length of continuous service within the Department of Public Safety since the last date of entry into the Department of Public Safety.

DRIVER AND VEHICLE SERVICES

Classification Seniority

Article IV, Section 1B of the Master Agreement shall be supplemented and/or modified as follows:

An employee being reappointed to the Senior level classification of Driver and Vehicle Services Aide of a Junior/Senior position following a voluntary demotion to the Junior level of Clerk 2 shall have his/her Classification Seniority credited back to the previous Driver and Vehicle Services Aide appointment date.

Salary Upon Class Change

Article XVIII of the Master Agreement shall be supplemented and/or modified as follows:

An employee who takes a voluntary demotion to the Junior level Clerk 2 shall retain his/her present salary. The anniversary date of an employee being reappointed to the Senior level classification Driver and Vehicle Services Aide of a Junior/Senior position following the voluntary demotion shall remain the same upon reappointment and the provisions of Article XVIII, Section 4A shall not apply.

J. 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:

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.

K. DEPARTMENT OF REVENUE

Seasonal Employees

The provisions of the Master Agreement are supplemented as follows:

Section 1. Coverage. The provisions of this Appendix 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 sixty-seven (67) working days in any calendar year.

Except as specifically modified by this Appendix, 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 67 working days in each of (two) 2 consecutive calendar years and upon appointment to a position anticipated to last at least 67 working days in the third consecutive calendar year; or
2. After actually working at least 67 days in each of three consecutive calendar years.

Eligible employees who have been appointed to a position anticipated to last at least sixty-seven (67) working days who fail to work sixty-seven (67) days, due solely to lack of work as determined by the Appointing Authority, shall retain eligibility for benefits upon appointment to a position anticipated to last sixty-seven (67) days the following year. If, for any reason, these employees fail to meet eligibility requirements during this following year, they must again meet eligibility requirements of Section 2A prior to receiving benefits.

Employees who do not work at least 67 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. 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 prior to the appointment of new employees.

Seasonal employees of the Department of Revenue who have been employed at least 67 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.

Employees who decline an offer of employment or who were not employed for at least 67 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.

Sections 4, 5 and 6 below only apply to employees who meet the service requirements of 2A of this Appendix.

Section 4. Discharge. Notwithstanding the provisions of Article XVI, Section 4 of the Master Agreement, the discharge of employees shall be subject to the arbitration provisions of Article XVII of the Master Agreement. Any separation, as provided in Section 3 of this Appendix, of an employee who is not in good standing shall be considered a discharge.

Section 5. Filling of Vacancies. Article XII, Section 6(C)(1) of the Master Agreement is modified as follows: "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 State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list."

For the purposes of this Section, "Length of Service" of seasonal employees shall be utilized in lieu of State Seniority. "Length of Service" shall be defined as the total number of calendar days employed as a seasonal employee of the Department.

Should a tie exist among seasonal employees, it shall be broken by lot. Should a tie exist between a seasonal employee and an unlimited employee of the Department, the unlimited employee shall be considered more senior.

Seasonal employees who wish to be considered for higher level seasonal jobs in their principal place of employment may, once each season, express their interest in writing to the Personnel Office. Should openings occur, the names of such seasonal employees shall be considered.

Seasonal employees who have separated in good standing shall be given the opportunity, prior to re-appointment, to express an interest in positions in the same classification in other principal places of employment. Consideration of persons expressing such interest will be given prior to the appointment of new employees.

Section 6. Leaves of Absence. Employees shall be considered eligible for the provisions of Article X, Section 4(C) (Disability Leave) of the Master Agreement.

L. STATE UNIVERSITY SYSTEM

Attendance at Union Meetings

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

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:

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.

ST. CLOUD STATE UNIVERSITY

Hours of Work

Article V, Section 6, Subsection F, of the Master Agreement shall be modified as follows:

For employees in the Maintenance Department of St. Cloud State University, one (1) Stationary Engineer position shall be the relief position. The relief position shall not be subject to the fourteen (14) calendar day requirement for posting of schedules when relieving for sick leave or for short periods of vacation when advance written approval has not been given. The work schedule for the relief position may be changed upon notification of eight (8) hours in advance of the start of the shift in the case of sick leave relief or upon notification of twenty four (24) hours in advance of the shift in the case of vacation relief without incurring overtime liability. All other provisions shall remain in effect.

Vacancies

Article XII, Section 6, Subsection C, of the Master Agreement shall be supplemented as follows:

Whenever the employer fills a vacancy at St. Cloud State University under Subsection C in the class Plant Maintenance Engineer or the class Stationary Engineer, the employer agrees to notify employees in the Maintenance Department of the vacancy and to consider requests for voluntary transfers from the class Plant Maintenance Engineer to the class Stationary Engineer or from the class Stationary Engineer to the class Plant Maintenance Engineer before using the other options under Subsection C to fill the vacancy. All other provisions of Subsection C shall remain in effect.

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.

M. DEPARTMENT OF TRANSPORTATION

Cross Bargaining Unit Assignments (Unit 2 - Unit 7)

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Meet and Confer. The Appointing Authority and the Local Union shall meet and confer annually to discuss Cross Bargaining Unit Assignments between Units 2 and 7.

Section 2. Selection for Training. When the Appointing Authority determines that an additional employee is to be trained for possible Cross Bargaining Unit Assignments, such training opportunity shall be posted for a minimum of ten (10) calendar days in the work area/truck station where such training opportunity is to be made available.

Employees shall be provided an opportunity to participate in such training based on Classification Seniority from among those employees within that work area/truck station who desire such training, and who can reasonably be expected to satisfactorily complete the training.

Section 3. Cross Bargaining Unit Assignments. Temporary Cross Bargaining Unit Assignments of employees shall be accomplished in accordance with the provisions of Article XII, Section 2(D).

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.

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.

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.

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.

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:

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.

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.

Overtime

The record of overtime offered or worked shall not be zeroed out annually. However, the Appointing Authority may reduce the listed accumulations from time to time to simplify bookkeeping.

APPENDIX M

HOURS OF WORK COMMITTEE

The Employer, including representatives from the Department of Employee Relations and the Department of Public Welfare agree with the Union to establish a joint study committee to study scheduling issues in the Department of Public Welfare institutions. The purposes of the committee are to discuss the following issues:

1. Various scheduling options including items such as consecutive days off, fixed days off, fixed shifts, rotating shifts, shifts between days off.
2. Centralized scheduling options vs. individual institution scheduling options.
3. Use of seniority in scheduling employees.
4. Stress factors involved in various scheduling options.
5. Resident care and treatment.
6. Cost and ability to implement schedules.

Additional issues may be added to the agenda by mutual agreement of the parties.

The committee shall establish a timetable to accomplish its objectives and shall submit to the parties interim progress reports.

APPENDIX N

PROHIBITION OF SEXUAL HARASSMENT

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

- 1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- 2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- 3) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment; and the Employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

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

- 1) When a complaint of sexual harassment is initiated, a notice of a complaint in progress will be sent by the affirmative action officer to the Union and the Equal Opportunity Division. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority shall conduct a preliminary investigation within two (2) calendar days. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.
- 2) Within twenty-one (21) days, the Appointing Authority shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Union's involvement in the complaint, the Union's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Union and Employer agree that all hearings and records shall be private and that reprisal against an aggrieved employee or a witness is prohibited.

- 3) If the Appointing Authority fails to respond or to take such action as is necessary to stop the harassment, a written request for review by the Equal Opportunity Division of the Department of Employee Relations shall be filed within twenty-one (21) days of a resolution having been determined by the Appointing Authority or within twenty-one (21) days of the time by which the resolution should have been determined. In the case where repeated harassment occurs, the complainant and/or the Union may appeal directly to the Equal Opportunity Division.

Further investigation and findings, including recommendations to the Appointing Authority, shall be completed by the Equal Opportunity Division and reviewed by the State Labor Negotiator within ten (10) days with copies to the complainant, the Union and the Local Union. Recommended remedies shall be reviewed by the State Labor Negotiator prior to being implemented by an Appointing Authority. Such review and implementation shall be completed within ten (10) days. The Employer accepts the responsibility to require an internal resolution of the complaint by an Appointing Authority if necessity requires it. Any complaint which is not resolved by this procedure is not subject to the provisions of Article XVII of the Master Agreement between the Union and the Employer. Such unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within six (6) months of the occurrence of the alleged harassment.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ day of June, 1983 between the State of Minnesota and AFSCME, Council No. 6, AFL-CIO for the purposes of clarifying the implementation of the provisions of Article IV and Article XII of the 1983-85 Agreement.

The provisions of Article IV, Section 1(B) and Article XII, 6(C)(2) of the 1983-85 Agreement between the parties shall become effective November 30, 1983. During the interim the provisions of Article IV, Sections 1(B) and 1(C) and Article XII, 5(C)(2) of the 1981-83 Agreement between the parties shall continue in effect.

FOR THE EMPLOYER

Lance Teachworth
Lance Teachworth
State Labor Negotiator

Date: 7-5-83

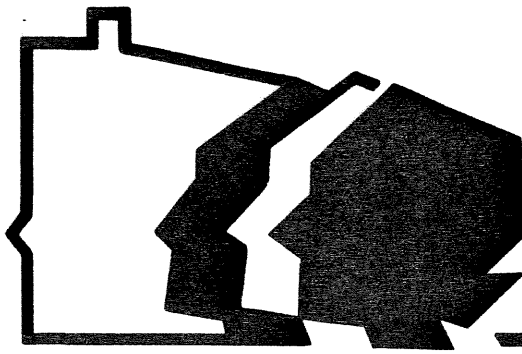
FOR THE UNION

Peter Benner
Peter Benner
Director

Date: 7/5/83

UNIT 5
NURSES

**State of
Minnesota**



DEPARTMENT OF EMPLOYEE RELATIONS

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

November 7, 1983

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
State Capitol
St. Paul, MN 55155

Dear Senator Nelson:

I am submitting the 1983-85 negotiated collective bargaining agreement between the State of Minnesota and the Minnesota Nurses Association for review and approval of the Commission. This contract covers State employees in Bargaining Unit #5, Health Care Professional.

The contract has been ratified by the members of the bargaining unit and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Additionally, I have enclosed a summary of the economic costs and the salary/fringe benefit provisions in the contract. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads 'Lance Teachworth'. The signature is written in dark ink and is positioned above the typed name and title.

Lance Teachworth
Deputy Commissioner
Labor Relations Bureau

LT:cm

Enclosure

cc: Commission Members

November 8, 1983

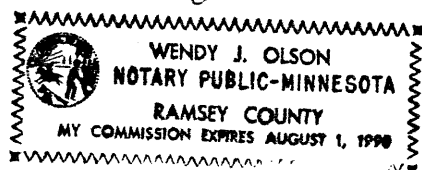
I hereby certify that the Agreement between the Minnesota Nurses Association and the State of Minnesota for state bargaining unit 5 has been approved by the Association.

Geraldine Braucht Wedel
Geraldine Braucht Wedel
Field Representative
Minnesota Nurses Association

Jeremiah C. Simington
Jeremiah C. Simington
Bargaining Committee Chairman

Dated this 8th day of November, 1983

Wendy J. Olson
Notary Public



SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT
WITH
MINNESOTA NURSES ASSOCIATION

SALARY

General Wage Adjustment

7/01/83: 4.25% across-the-board
7/01/84: 4.25% across-the-board

Pay Equity

- Pay equity given to 441 of 451 positions in the unit. (Details on attachment)

Other

- Add .05 per hour to shift differential.
- Adjusted top 4 steps in 5 classifications.

INSURANCE AND BENEFITS

- Changed eligibility for state-paid insurance so that employees working between 50%-75% time receive one-half of state's insurance premium contribution.
- Continued existing insurance benefits and deductibles, except that outpatient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

- Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime

100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but employee must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

- State will continue to pay employee insurance premium up to the Blue Cross/ Blue Shield premium, and 90% of the BC/BS premium for dependent coverage. Employees must pay the difference for higher priced carriers.
- Provided for two other cost containment plans within BC/BS plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan.
 - b) Physician's Aware. A preferred provided plan covering physicians.
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).
- Added additional category of state paid term life insurance of \$30,000 for employees earning over \$25,000 per year.

- Dental insurance: no changes, state continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.
- Increase vacation leave accrual maximum from 240 to 250 hours.
- Added two additional vacation accrual rates:
 - 1) Employees with 25-30 years of service
 - increased accrual from 8 hours to 8½ hours per pay period
 - 2) Employees with more than 30 years of service
 - increased accrual from 8 hours to 9 hours per pay period

Department of Employee Relations, 11/7/83

I. Bargaining Unit Composition:

Unit 5 - Health Care Professional

II. Exclusive Representative:

Minnesota Nurses Association

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$19,299,296	\$1,767,851
FICA + Retirement	2,375,294	270,031
Insurance	<u>1,336,912</u>	<u>131,416</u>
TOTAL	\$23,011,502	\$2,169.298

AGREEMENT
BETWEEN THE
STATE OF MINNESOTA
AND THE
MINNESOTA NURSES ASSOCIATION

July 1, 1983 through June 30, 1985

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ARTICLE 1

PREAMBLE

This Agreement is made and entered into this 8th day of November, 1983, 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 sixty-seven (67) 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 Minnesota Nurses Association each month a list of the name, social security number, classification, employment condition, and work address of all nurses newly 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 the purpose of contract administration 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 AND OVERTIME

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.

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. 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. Such approval by the nurse's supervisor may be given after the meal has been worked.

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. Normally, no nurse shall be scheduled for a combination of more than two (2) shifts during three (3) payroll periods.
- C. Normally nurses shall be scheduled to work no more than seven (7) consecutive calendar days, and nurses normally shall be scheduled for two (2) consecutive days off.
- D. Every reasonable effort shall be made by the Appointing Authority to establish work schedules that will provide nurses every other weekend off.

Nurses other than intermittent nurses in continuous operations whose schedules are changed within the second seven (7) calendar days of the 14-day posting period shall receive time and one-half in accordance with Sections 6 and 7 for those hours worked before or after the previously scheduled hours and on a previously scheduled day of rest. Part-time nurses in continuous operations whose established work day is less than eight (8) hours, whose schedules are changed within the second seven (7) days of the 14 day posting period shall receive time and one-half in accordance with Section 6 and 7 for those hours worked on a previously scheduled day of rest or for those hours assigned and worked beyond the normal work day.

Exceptions to the patterns of scheduling may be made by mutual agreement between the nurse and the supervisor provided that such change does not result in the payment of overtime.

Section 5. Overtime Rates.

- A. Nurses working in continuous operation having nurses scheduled for at least two (2) work shifts per day shall receive overtime at the rate of time and one-half (1 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 Section 1 of this article.
- B. Nurses working in non-continuous operations 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.
- C. Continuous Operations. Any nurse or group of nurses engaged in an operation for which there is regularly scheduled employment on a 24 hour a day, 7 day a week basis shall be known as continuous operation employees.
- D. Non-Continuous. All other nurses shall be considered as non-continuous employees.

Section 6. 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 (1½) 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 working in non-continuous operations 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.

Section 7. Compensatory Bank. Overtime remuneration at the appropriate rate 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. The Appointing Authority may establish a compensatory bank of not more than forty (40) hours. All overtime hours worked over the established maximum hour limit shall be compensated in cash at the hourly rate of pay that the nurse is earning.

Nurses may use time in the compensatory time bank at a time(s) mutually agreeable to the nurse and the immediate supervisor. A reasonable effort shall be made to honor the nurse's request, depending on staffing needs. Such requests shall not be unreasonably denied. The Appointing Authority may require the nurse to schedule time off to use any time in the compensatory bank by written notice to the nurse no less than fourteen calendar days prior to the specified scheduled time off. Once compensatory time off has been approved or scheduled it will not be rescinded except in emergencies.

Section 8. 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.

Section 9. 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 10. 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 5

HEALTH AND SAFETY

Section 1. Safety Policy. It shall be the policy of the Employer that the safety of the nurses, 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 nurses to cooperate in programs to promote safety to themselves and to the public, including participation on Appointing Authority committees as assigned, and to comply with rules promulgated to ensure safety. This nurse responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

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

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

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 sixty-seven (67) 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 Section 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 sixty-seven (67) working days in any twelve (12) month period.

Section 2. Allowances. Effective July 1, 1983, all eligible nurses shall accrue vacation pay according to the following rates:

<u>LENGTH OF SERVICE REQUIREMENT</u>	<u>VACATION ACCRUAL 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 through 25 years	8 working hours
After 25 through 30 years	8½ working hours
After 30 years	9 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.

A nurse who is reinstated or reappointed to State service after one (1) year but not more than four 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.

Nurses may accumulate unused vacation leave to a maximum of two hundred sixty (260) 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.

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 sixty-seven (67) 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 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.

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.

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 sixty-seven (67) 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 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 accordance with the personnel rules or the provisions of this agreement.

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

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.

Should any nurse who has received severance pay be subsequently reappointed to State Service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the nurse's credit at the time the nurse was reappointed and the amount of accumulated but unused sick leave at the time of the nurse'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 nurse 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 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. Employer-Initiated Disability Leave. If the Appointing Authority has reasonable cause to believe that a nurse is unfit or unable to perform the duties of his/her position as a result of disability, illness or injury, the nurse may be placed on a leave of absence for a period not to exceed one (1) year in duration.

Such leave shall be based on an evaluation by a medical practitioner. In the event that the Appointing Authority requires the nurse to go to a specific medical practitioner, the Appointing Authority agrees to pay for the cost of such evaluation.

The nurse may take advantage of the Appointing Authority's Employee Assistance Program or a similar program.

The Appointing Authority agrees to provide notice to the Association prior to placing the nurse on such leave and will meet with a local representative, and an Association representative in the presence of the nurse prior to effecting the leave, if so requested by the Association.

- C. 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.
- D. 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.
- E. Personal Leave. Leave may be granted to any nurse, upon request, for personal reasons.
- F. 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.

G. 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, employment condition, 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.

The Appointing Authority agrees that nurses hired be given a letter of appointment stating their employment condition (full-time, part-time, intermittent, or temporary) and initial work schedule prior to commencing employment.

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 appointed to that position provided the incumbent possesses any licensure, certification or registration required for the class to which the position has been reallocated.

When the incumbent nurse does not possess the required licensure, certification or registration, 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 until the effective date of the probationary appointment.

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

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.

Where practicable, a nurse serving an initial probationary period will receive a performance evaluation by the Appointing Authority at approximately the midpoint of the probationary period (3 months) and at five months. This evaluation shall include a plan of action based on performance indicators contained in the position description and shall include coaching to achieve these performance indicators.

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. For the purpose of this Article, seniority is defined as follows:

- A. Classification Seniority. "Classification 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.
- B. Departmental Seniority. "Departmental Seniority" is defined as the nurse's length of continuous employment within a State department since the last date of entry into the State department.
- C. Bargaining Unit Seniority. "Bargaining Unit Seniority" is defined as the nurse's length of continuous employment within the Bargaining Unit since the last date of entry into the Bargaining Unit.
- D. State Seniority. "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire.
- E. Continuous Employment. "Continuous Employment" shall commence on the date a nurse begins to serve a probationary period.

Continuous employment shall be interrupted only by separation because of resignation, termination for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

In the case of a nurse working under a provisional appointment, continuous employment shall be credited back to the date of hire at the time a nurse begins to serve a probationary period in the classification.

Continuous employment shall include time on layoff.

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 Classification seniority, and reflect each nurse's date of Classification Seniority, date of Departmental Seniority, date of Bargaining Unit Seniority, and date of State Seniority. The roster shall also identify the type of appointment if other than full-time unlimited. When two (2) or more nurses have the same Classification seniority date, their seniority roster position shall be determined by total Departmental Seniority. Should a tie still exist, seniority roster positions shall be determined by Bargaining Unit Seniority. Should a tie still exist, seniority roster positions shall be determined by State Seniority. Should a tie still exist, seniority positions 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 or part-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 six (6) months per nurse per fiscal year. 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. Out-of-Order Seniority Layoff. Upon the request of a more senior nurse and approval of the Appointing Authority, a more senior nurse may be laid off out of seniority order.

Section 7. Affirmative Action Layoff. In accomplishing a layoff pursuant to Article 12, the Appointing Authority may deviate from the seniority provisions of this Article, whenever such layoffs would increase existing disparities or result in a disparity in accordance with affirmative action goals for those individuals and protected classes who have been historically disadvantaged because of systematic discrimination.

Section 8. 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 9. 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.

Any initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the nurse and, if corrected, shall not be entered into the nurse's personnel file.

An oral reprimand shall not become part of a nurse's personnel file. If the Appointing Authority has reason to reprimand a nurse, it shall be done in a manner that shall not embarrass the employee before other employees or the public.

Upon request of the nurse, a written reprimand or a written record of a suspension of ten (10) days or less shall be removed from the nurse's personnel file provided that no further disciplinary action has been taken against the nurse 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. At the discretion of the Appointing Authority, a suspension of greater than ten (10) days may be removed upon request of the nurse.

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 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 on probation who is not certified shall be given written reasons for his/her non-certification.

- 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 shall be given written reasons for non-certification in a subsequent probationary period in another classification. Any nurse who is not certified 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 15 (Grievance Procedures), but such grievances shall not be subject to the arbitration provision of this Agreement. However, permanent status nurses may not be discharged without just cause.

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.

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.

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

Section 4. Disclosure. Prior to any arbitration hearing, 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 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, 1983, 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.

The implementation of general salary adjustment on July 1, 1984, 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 in nursing or a related field as determined by the Appointing Authority 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 4% of the nurse's current annual salary not to exceed \$1,000. The number of achievement awards granted shall be limited each fiscal year to a maximum of thirty (35%) 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. Salary on Voluntary Demotion. A nurse who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the position in which case the employee's salary shall be adjusted to the new maximum. However, a nurse may continue to receive a rate of pay in excess of the salary range maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

Section 10. Pay Equity Adjustments. The Employer shall implement pay equity adjustments as provided for in M.S. 43A.05, Subd. 5. These pay equity adjustments are included in the rates listed in Appendix D. Those classes receiving these adjustments and the amount of the adjustments are listed in Appendix G.

Section 11. 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-seven cents (\$.37) 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 12. Officer of the Day (OD) Differential. When a nurse is assigned in writing to perform the duties of Officer of the Day (OD) for an institution, that nurse shall receive OD pay in the amount of \$1.25/hour in lieu of shift differential.

Section 13. 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 ten (10) 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.

Section 14. Salary Increase on Attainment of Baccalaureate Degree. Nurses attaining a Baccalaureate Degree in Nursing or a related field as determined by the Appointing Authority shall receive a one step salary increase within their current salary range up to the range maximum. Upon the effective date of this agreement, nurses who received a Baccalaureate after June 30, 1983 but prior to the effective date of the contract shall receive 60 calendar days to show proof of the degree and shall then receive the increase. It is understood by the parties that this provision shall not apply to nurses receiving a Baccalaureate Degree prior to July 1, 1983.

ARTICLE 17

INSURANCE

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

Section 2. Eligible Employees. All 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.

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following nurses and their dependents: nurses holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time.

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

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

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 X. 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 for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of nurse and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total nurse Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the nurse toward the cost of nurse health coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible nurses may select coverage under any one of the Health Maintenance Organizations fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. A brief description of the currently offered health plans is contained in Appendix F. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per nurse or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when nurses or dependents are confined to a participating hospital. Nurses electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement that plan.
- 5) The Employer will contract with the fee-for-service carrier to reimburse nurse costs in accordance with the carrier contract when the nurse or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse nurse costs in accordance with the carrier contract when the nurse or dependent is confined to a licensed birthing center.

Section 4. 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 1982, 176.191, Subdivision 3.

Section 5. Employer Contribution for Dental Insurance.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total nurse Delta Dental monthly premium or the premium of the dental carrier covering the nurse toward the cost for nurse dental coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

Section 6. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible 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
\$20,001 - 25,000	\$25,000	\$25,000
over \$25,000	\$30,000	\$30,000

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

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

- A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by nurses, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the nurse for the spouse shall also be available for purchase by the nurse.
- B. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, 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.

- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the nurse's salary, commencing on the 181st day of total disability.
- D. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the nurse, but not in excess of the amount carried by the nurse.

Section 8. 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, medical and dental benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 9. Insurance Coverage for 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 health insurance program for an additional twelve (12) months, at their own expense at the group premium rates.

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

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverage shall become effective on October 5, 1983.

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 \$4,000, 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 \$550.00 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.

Rate (cents per mile)

27

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.

Rate (cents per mile)

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 \$16.00 per week for laundry and for dry cleaning for each week after the first week. A nurse shall be reimbursed for baggage handling.

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:

<u>In the State of Minnesota</u>	<u>Outside the State of Minnesota</u>
Breakfast - \$ 5.50	Breakfast - \$ 6.00
Lunch - \$ 6.50	Lunch - \$ 7.00
Dinner - \$10.50	Dinner - \$12.00

Nurses who are eligible for two (2) or more meals in one (1) day shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the 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

ASSOCIATION MEETINGS WITH THE APPOINTING AUTHORITY OR DEPARTMENT

Up to 3 representatives of the Association may meet with the Appointing Authority and/or the Department and its representatives semi-annually upon request of the Association for the purpose of reviewing and discussing common interests and professional nursing concerns. By mutual agreement, other meetings may be held as the need arises, at mutually agreed upon times.

Such representatives shall be permitted to attend the aforementioned meetings without loss of pay.

ARTICLE 25

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 26

DURATION

The provisions of this Agreement take the place of all previous Agreements and shall become effective the first day of July, 1983, subject to the ratification by the Seventy-Third (73rd) 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, 1985.

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

Bud M. Lumb
Jeremiah C. Livingston
Billie Brandon

FOR THE EMPLOYER

Uelia Rothchild
Lane Teachworth
Ernie M. [Signature]
John D. [Signature]

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 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	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	1-3/4	1-3/4
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39 1/2, but less than 49 1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79 1/2	4	5	7	7-1/2	8	8-1/2	9

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, 1983 - June 30, 1984

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	51	YR	19,523	20,191	20,880	21,548	22,258	22,926	23,741	24,492	25,202	26,100	51
		MO	1627	1683	1740	1796	1855	1911	1978	2041	2100	2175	
		HR	9.35	9.67	10.00	10.32	10.66	10.98	11.37	11.73	12.07	12.50	
G	52	YR	20,191	20,880	21,548	22,258	22,926	23,615	24,430	25,160			52
		MO	1683	1740	1796	1855	1911	1968	2036	2097			
		HR	9.67	10.00	10.32	10.66	10.98	11.31	11.70	12.05			
G	53	YR	21,214	22,008	22,822	23,594	24,409	25,202	26,142	27,019	27,979	28,877	53
		MO	1768	1834	1902	1966	2034	2100	2178	2252	2332	2406	
		HR	10.16	10.54	10.93	11.30	11.69	12.07	12.52	12.94	13.40	13.83	
G	54	YR	22,634	23,490	24,388	25,223	26,079	26,956	27,937	28,856	29,900	30,861	54
		MO	1886	1958	2032	2102	2173	2246	2328	2405	2492	2572	
		HR	10.84	11.25	11.68	12.08	12.49	12.91	13.38	13.82	14.32	14.78	
G	55	YR	24,283	25,202	26,121	27,060	28,000	28,919	29,942	30,965	32,051	33,053	55
		MO	2024	2100	2177	2255	2333	2410	2495	2580	2671	2754	
		HR	11.63	12.07	12.51	12.96	13.41	13.85	14.34	14.83	15.35	15.83	
G	56	YR	26,747	27,770	28,835	29,838	30,882	31,946	32,949	34,014	35,058	36,018	56
		MO	2229	2314	2403	2486	2573	2662	2746	2834	2921	3002	
		HR	12.81	13.30	13.81	14.29	14.79	15.30	15.78	16.29	16.79	17.25	
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

Effective
7/1/83

Clinical Nurse Specialist 5J
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 D (cont.)
 SERIES C
 MINNESOTA NURSES ASSOCIATION
 July 1, 1984 - June 30, 1985

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												
G	51	YR	20,776	21,465	22,195	22,884	23,615	24,325	25,160	25,954	26,685	27,624	51
		MO	1731	1789	1850	1907	1968	2027	2097	2163	2224	2302	
		HR	9.95	10.28	10.63	10.96	11.31	11.65	12.05	12.43	12.78	13.23	
G	52	YR	21,465	22,195	22,884	23,615	25,160	25,035	25,891	26,643			52
		MO	1789	1850	1907	1968	2097	2086	2158	2220			
		HR	10.28	10.63	10.96	11.31	11.65	11.99	12.40	12.76			
G	53	YR	22,530	23,365	24,200	25,014	25,870	26,685	27,666	28,585	29,587	30,527	53
		MO	1877	1947	2017	2085	2156	2224	2306	2382	2466	2544	
		HR	10.79	11.19	11.59	11.98	12.39	12.78	13.25	13.69	14.17	14.62	
G	54	YR	24,012	24,910	25,849	26,706	27,603	28,522	29,545	30,506	31,591	32,594	54
		MO	2001	2076	2154	2225	2300	2377	2462	2542	2633	2716	
		HR	11.50	11.93	12.38	12.79	13.22	13.66	14.15	14.61	15.13	15.61	
G	55	YR	25,724	26,685	27,645	28,626	29,608	30,568	31,633	32,698	33,826	34,870	55
		MO	2144	2224	2304	2386	2467	2547	2636	2725	2819	2906	
		HR	12.32	12.78	13.24	13.71	14.18	14.64	15.15	15.66	16.20	16.70	
G	56	YR	27,875	28,961	30,067	31,111	32,197	33,304	34,348	35,454	36,540	37,542	56
		MO	2323	2413	2506	2593	2683	2775	2862	2955	3045	3129	
		HR	13.35	13.87	14.40	14.90	15.42	15.95	16.45	16.98	17.50	17.98	
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

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 - Oak Park Heights
- *Minnesota Correctional Facility - Red Wing
- *Minnesota Correctional Facility - Sauk Centre
- *Minnesota Correctional Facility - St. Cloud
- *Minnesota Correctional Facility - Stillwater
- *Minnesota Correctional Facility - Thistledeew Camp, Togo
- *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 Nursing Home
- *St. Peter Regional Treatment Center
- *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.

APPENDIX F - INSURANCE

Employee Group Life & Health Care Program STATE OF MINNESOTA October 5, 1983

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

* * * * *

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

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

The State will pay one-half the Employer contribution to part-time nurses who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal nurses who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

Basic benefits shall become effective on the first day of the payroll period beginning on or after 28 calendar days of employment with the State. A nurse 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 nurse's coverage.

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

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

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

APPENDIX F - INSURANCE

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

APPENDIX F (cont.)

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

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

**Employee Group Life &
Health Care Program**

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

**CENTRAL IOWA
GROUP HEALTH PLAN**

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMINISTRATIVE	100% coverage in semi-private room for at least 95 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
	(In-patient and out-patient)	
	OFFICE CALLS	100% covered
	SEE EXPLAN	100% covered
	DATE/ENTRY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through OCHGP medical center.
----------------------------	--

OUT PATIENT EMERGENCY	100% coverage
------------------------------	---------------

PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 30 day supply. Drugs available at OCHGP medical center or participating pharmacies.
-----------------------------	--

SEE GLASSES	Available at reduced cost at participating optical stores.
--------------------	--

MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
------------------------------------	--

OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
-------------------	--

CHRONIC DISEASE INPATIENT	80% coverage for 73 days when authorized by a OCHGP physician.
--------------------------------------	--

OUTPATIENT	Covered under out-patient mental health.
-------------------	--

SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by OCHGP physician; \$10,000 lifetime maximum.
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OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
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DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
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PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	OCHGP provides conversion to a self pay OCHGP membership.
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**COORDINATED HEALTH
PLAN**

**GROUP HEALTH ASSN.
OF SE 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 in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered

100% covered

100% covered while coverage is in force.

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

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

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

Member pays \$2 for 30 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

Out-patient: Amount charged is paid in full for services at a 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 a scheduled benefit allowance.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

Member may convert to an individual plan. A special package is available to member who leaves metropolitan

Full plan level of benefits if in plan service area.

**GNP HEALTH PLAN
INC.**

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

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

Member pays \$2.00 a prescription for up to 30 days supply of drugs included in GNP formulary. Pharmacies available in all GNP centers.

Member pays \$2 per prescription at BMCH participating pharmacies.

Available at GNP cost when purchased at GNP centers in Metro area.

Discount for glasses at BMCH participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

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

100% coverage for rental or purchase medical equipment when prescribed by a primary care BMCH physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000, 80% of balance up to \$250,000 a member each year for emergency care.

Preventive dental care for children to age 12. GNP member may select separate GNP dental coverage during annual open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GNP. Member pays lab charges.

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

No restrictions.

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

GNP provides conversion to a non-group IND membership in GNP.

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

**RECKENITE HEALTH
PLAN**

**RECKENITE HEALTH
PLAN**

RED CENTER and RECKENITE HEALTH Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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 30 day supply when prescribed by plan physician. (3 month supply of birth control pills), and purchased at NCHP pharmacy.

\$50 credit on eye glasses obtained at Benson's Opticians. Children to age 18 may receive a set of eyeglasses free from the Benson's "Kidsense" selection.

\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NCHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

100% coverage if referred by NCHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$250,000 for emergency treatment.

Local 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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area NCHP provides conversion to non-group BNC membership in NCHP. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

PHYSICIANS HEALTH PLAN

SHARI HEALTH PLAN

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

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

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

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

100% coverage for 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 \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays first \$10 at SHARI facility. At non-SHARI facility, SHARI pays 80% of first \$1000, 100% thereafter. \$10 waived if admitted within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 30 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

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 SHARI.

PHF requires member be evaluated in advance by PHF mental health designer (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 \$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 \$10 each out-patient visit, up to 30 visits a calendar year.

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 emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHF. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHF.

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

100% coverage for referrals if approved in advance by PHF. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.

SHARI 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.

Preventive dental care for children under age 12, for ortho x-rays, exams, cleanings and fluoride, at 1630 University Ave. Dental Clinic.

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 PHF.

No restrictions.

If residing in the servicing area, benefits remain the same except for co-payment of: \$3 per office visit (except for preventive benefits) \$75 for eye exams, and 80% 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 SHARI at same level of benefits for persons residing in the service area. Scheduled benefit program available for non-residents.

SHORT PLANS

SHORT TERM PLAN OF BENEFITS

Coverage A Regular Diagnostic & Preventive Services

Reimbursed at 80% of charge when
service is performed by a
participating dentist.

Coverage B Regular & Hospitalized Services

Reimbursed at 80% of charge when
performed by a participating dentist.

Coverage C Prescription

Reimbursed at 90% 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 3 through 18.

Miscellaneous

Benefits payable on coverage B and
coverage C are subject to a
combined 4% deductible per
coverage year. (Only 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 GHI dental
facilities.

Coverage B Regular & Hospitalized Services

80% coverage through GHI dental
facilities. The 20% co-payment on
fillings is waived after two
consecutive years of preventive dental
care at GHI.

Coverage C Prescription

90% coverage through GHI dental
facilities.

Coverage D Orthodontics

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

\$1,000 annual maximum benefit on
orthodontics.

Miscellaneous

As described. As outlined on
coverages A, B or C.

GROUP HEALTH ASSOCIATION
OF BENEFICIARIES
See later brochure for specific
coverage.

HOSPITAL SERVICES **BLUE CROSS AND BLUE**
SIBLINGS OF MINNESOTA

GENERAL AMBULANCE Full coverage in semi-private room for 95 days. This is subject to the requirements of the AMARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

*Note exceptions

SERVICES, MENTAL AND TYP Full coverage in semi-private room for 75 days.

CHEMICAL DEPENDENCY Full coverage in semi-private room for 75 days.

MAKEMITY Full coverage in semi-private room provided contract is in force at date of delivery. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AMARE program as soon as available.

ANESTHESIOLOGY 90% of the usual, customary and reasonable fee.

HOSPITAL VISITS \$15 for first day.
\$5 a day for next 365 days.
Necessary consultation fees under Major Medical.

MENTAL HEALTH 80% of first \$750
Remainder covered under Major Medical with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

X-RAY AND LABORATORY Up to \$100 a year.
Remainder under Major Medical.

GYNSTETICS 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.

Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

SELETH
(215) 722-2271

BAKATO
(907) 305-2406
TWIN CITY

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

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

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

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

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

2. Spouse life insurance may be applied for in an amount not to exceed 90% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below*) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

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

ST. PAUL LIFE INSURANCE COMPANY

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

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

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

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

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$.59 per 2-week pay period. Cost per \$100 of coverage — \$1.18 per 2-week pay period.

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

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

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

* 10/5/83 rates not available at time of this printing.

Central Minnesota Group Health Plan
Phone: 553-5270

CLINIC

GROUP MEDICAL CENTER
9111 St. Germain St., St. Cloud, MN

HOSPITAL

ST. CLOUD HOSPITAL
1406 W. 6th, St. Cloud, MN

Coordinated Health Care, Inc.
Phone: 221-2091

CLINICS

CBC ST. PAUL CLINIC
254 University Ave., St. Paul, MN

WEST MEDICAL CLINIC
Time Medical Bldg., St. Paul, MN

ST. CROIX VALLEY CLINIC
921 S. Greeley, Stillwater, MN

RACON CLINIC
Ragan, MN - Near Cedarvale Shopping Ctr.

WESTVIEW MEDICAL CLINIC
955 Hwy. 35, 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: 218-749-5590

CLINICS

ADAMS CLINIC, P.A.
Bibbing & Oriskany, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Boyt-Lakes

HOSPITALS

CENTRAL MESAHI MEDICAL CENTER
Bibbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Boyt-Lakes

Group Health Plan, Inc.
Phone: 651-8504

• **GROUP HEALTH CENO MEDICAL CENTER**
2500 Ceno Ave. (at Hwy 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER
1533 Blum Ave. So. (at Hwy 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

END LOCATIONS

• **GROUP HEALTH RIVERSIDE MEDICAL CENTER**
806 7th Ave. So., Minneapolis, MN

• **GROUP HEALTH SAINT PAUL MEDICAL CENTER**
Babcock & Flato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 95 White Bear Lake, MN

• **GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER**
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Pennock Lane
Apple Valley, MN

COMMUNITY HEALTH CENTER
8th 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

BHC Minnesota (BHCN)

BHCN provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 BHC Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the D of M employees benefits department. For more information, call 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 241st St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLAIN MEDICAL CENTER
11269 Highway 32, Champlin, MN 55316

HOSPITALS

WENET MEDICAL CENTER
6050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3801 Barber Lane, Plymouth, MN 55441

EDGEDALE MEDICAL CENTER
13911 Ridgeway Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Ridgeway 7, Minnetonka, MN 55343

WABEY MEDICAL CENTER

BLOOMINGTON MEDICAL CENTER
2800 W. 91st Minneapolis Road
Bloomington, MN 55437

MINNEAPOLIS OFFICE BLDG.
Suite 204, 225 So. 9th Street
Minneapolis, MN 55404

ROSENWALD EAGAN MEDICAL CENTER
4651 Eagan Road, Eagan, MN 55122

HOSPITAL

METROWEST HOSPITAL
6800 Elm. Blvd., St. Louis Park, MN

CLINIC

SEVEN GROVE HEIGHTS FAMILY PRACTICE CLINIC
290C Bunkley Way, Lower Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3270 Ballaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 E. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 E. 8th Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2575 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GEORGIAN CLINIC
234 E. Westworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
746C So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHALOMER MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
75950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 9th, Shakopee, MN

Shakopee/Elm. Health Plan
Phone: 362-5360

CLINICS

BLOOMINGTON HOSPITAL CLINIC
7901 Leroux Ave. S.
Bloomington, Minnesota

ROSENWALD HOSPITAL CLINIC
30th and Nicollet
Burnsville, Minnesota

EAGAN HOSPITAL CLINIC
Cedar Ave. & Cliff Road
Eagan, Minnesota

MINNEAPOLIS HOSPITAL CLINIC
Franklin & Nicollet Avenues
Minneapolis, Minnesota

REDGEDALE HOSPITAL CLINIC
494 & Hwy. W
Minnetonka, Minnesota

HOSPITALS

RYTEL HOSPITAL
Minneapolis, MN

PAIRVIEW-SOUTHDALE HOSPITAL
Edina, MN

CHILDREN'S HEALTH CENTER
Minneapolis, MN

PHYSICIANS HEALTH PLAN (PHP)

PHP provides services through more than 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 936-1200.

Share Health Plan

Phone: 654-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

KICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Nicollet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Larry Avenue So., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinwood Lane & 62nd Place, Maple Grove 55441

EAST RANCH CLINIC
Virginia-Surrey, MN

HOSPITALS

GRITT HOSPITAL
950 Catherine Rd., Fridley, MN

MIDWAY HOSPITAL
1780 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

PAIRVIEW-SOUTHDALE HOSPITAL
6401 Frank Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WETNESDA HOSPITAL
999 Capital Blvd., St. Paul, MN

NORTH MEDICAL HOSPITAL
3220 Larry Avenue So., Minneapolis, MN

APPENDIX G

PAY EQUITY CLASS

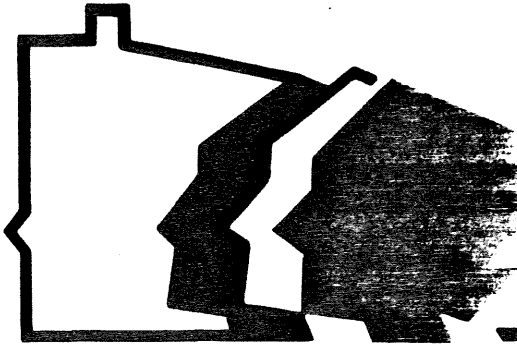
The following classes received pay equity adjustments of the listed amounts effective July 1, 1983:

<u>Class</u>	<u>Amount</u>
Nursing Evaluator 1	.19/hour
Nursing Evaluator 2	.19/hour
Registered Nurse	.19/hour
Registered Nurse, Senior	.19/hour
Registered Nurse, Principal	.19/hour
Public Health Nursing Advisor, Senior	.03/hour

The following classes receive pay equity adjustments of the listed amounts effective July 1, 1984:

<u>Class</u>	<u>Amount</u>
Nursing Evaluator 1	.20/hour
Nursing Evaluator 2	.20/hour
Registered Nurse	.20/hour
Registered Nurse, Senior	.20/hour
Registered Nurse, Principal	.20/hour

**State of
Minnesota**



DEPARTMENT OF EMPLOYEE RELATIONS

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

November 4, 1983

Ms. Geraldine Wedel
Assistant Executive Director
Minnesota Nurses Association
Griggs Midway Building
1821 University Avenue
St. Paul, MN 55104

Dear Ms. Wedel:

This is to confirm our mutual understanding concerning the proper interpretation of the following language appearing in Article 22, (Career Development) of the 1983-85 Agreement between the MNA and the State of Minnesota. The language reads, in part, as follows:

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 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.

It is the intent of the parties that the sentence which reads: "Nurses may be allowed to participate in programs up to 100 hours of work release time each fiscal year." is to be applied such that nurses participate in some training and development activities as defined in Article 22. Accordingly, the use of the term "may" indicates that such release time is discretionary with the Appointing Authority, it is expected that nurses normally will receive training/development each fiscal year of the Agreement.

Page 2
November 4, 1983

As you know, staff training can contribute to both improved job performance and retention of employees, and it was toward those general ends that the parties negotiated these particular contract provisions.

I trust the above is an accurate reflection of our understanding regarding this contract provision.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lance Teachworth".

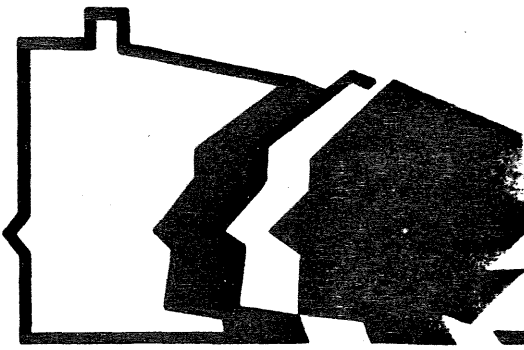
Lance Teachworth
State Labor Negotiator

LT:dh

cc: All Affected State Agencies

UNIT 9
STATE U FACULTY

**State of
Minnesota**



DEPARTMENT OF EMPLOYEE RELATIONS

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

January 24, 1984

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
State Capitol
St. Paul, Minnesota 55155

Dear Senator Nelson:

I am submitting herewith copies of the following 1983-85 negotiated collective bargaining agreement for review and approval of the Commission:

Collective Bargaining Unit

Exclusive Representative

#10 Community College Instructional

Minnesota Community College
Faculty Association

#9 State University Instructional

Inter Faculty Organization

These contracts have been ratified by the members of the respective bargaining units and have been formally executed by the exclusive representatives and the Commissioner of Employee Relations.

Additionally, I have enclosed a summary of the economic costs and the salary/fringe benefit provisions of the contracts.

Thank you for your consideration of this request.

Sincerely,

Lance Teachworth
Deputy Commissioner
Labor Relations Bureau

Enclosure

cc: Commission Members

SUMMARY OF
SALARY AND BENEFIT PROVISIONS OF
AGREEMENT WITH
INTER-FACULTY ORGANIZATION/MINNESOTA EDUCATION ASSOCIATION

SALARY

- 7/1/83 Added one step to top of salary schedule (the new step for the Professor range is doubled, but is not effective until the start of the 1983-84 spring quarter).
Continued existing step progression system.
Provided for a merit increase fund totaling \$100,000 for the bargaining unit.
- 7/1/84 1% Across-the-board.
Continued existing step progression system.
Provided for merit increase fund of \$100,000 for the bargaining unit.
Provided a fund of \$100,000 for recognition of market factors.

INSURANCE

- Continued existing insurance benefits and deductibles, except that out-patient nervous, mental and chemical dependency treatment was changed as follows:

<u>Old Plan</u>	<u>New Plan</u>
- Reimbursement at 80% of charges until faculty member has incurred out-of-pocket expenses of \$1,000 lifetime	Same reimbursement schedule, but employee must incur \$1,000 out-of-pocket expenses <u>per year</u> before receiving 100% reimbursement
- 100% reimbursement for all charges after \$1,000 lifetime out-of-pocket	
- State will continue to pay faculty member insurance premium up to the Blue Cross/Blue Shield (BC/BS) premium. Faculty member pays the difference for higher priced carriers.	
- Provided for two other cost containment plans within BC/BS plan:	
a) Hospital Aware. Metropolitan area preferred hospital plan.	
b) Physician's Aware. A preferred provided plan covering physicians.	
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).	
- Added additional category of State paid term life insurance of \$30,000 for faculty members earning over \$25,000.	
- No changes in dental insurance. State continues to pay premium for faculty member coverage and one-half the dependent premium, not to exceed the Delta Dental rate.	
- Extended State-paid insurance for an additional six months for faculty members on layoff.	

FISCAL SUMMARY: 1983-85

I. Bargaining Unit Composition:

Unit 9 -- State University Instructional

II. Exclusive Representative:

Inter-Faculty Organization/Minnesota Education Association

III. Fiscal Analysis:

<u>Cost Items</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$112,840,190	\$ 8,207,674
FICA & Retirement	17,736,508	1,187,640
Insurance	<u>6,072,960</u>	<u>973,653</u>
TOTAL	\$136,649,658	\$10,368,967

AGREEMENT

Between

State University Board

and

InterFaculty Organization/
Minnesota Education Association

For

1983-1985

Effective through June 30, 1985

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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, case 80-PR-1305-A, dated June 30, 1980, and case 83-PR-1218-A dated September 9, 1983.

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 any 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.

Subd. 16. Recommendation. When "recommendation" is used to refer to a proposal for a personnel action, it shall mean a written, signed, and dated document.

Subd. 17. Days "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

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 Meet and Confer. 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/MEA 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. Implementation of new policies or changes in existing policies affecting any of the

listed areas shall not occur until the opportunity to meet and confer and respond to the proposals has been provided to the Association. 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.

Subd. 1. 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 at the rate of \$350 per credit hour for the amount of release time granted.

Subd. 2. Release Time For Association President. Upon request of the IFO/MEA the President shall afford release time to the Association President for the purposes of conducting his/her duties, not to exceed 1/3 release time for the academic year, or one (1) course per quarter, with a maximum of five (5) hours per quarter. The IFO/MEA shall reimburse the University for such release time at the rate of \$350 per credit hour for the amount of release time granted.

Section I. Sabbatical. Upon returning to his/her university a faculty member who has served as IFO president shall be given the right to a one (1) quarter sabbatical after serving one term and two quarters if he/she has served more than one term. The sabbatical shall be at the rates and consistent with the provisions of Article 17, Section F, Subdivisions 3 through 7.

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. 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.
- c. 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 courses 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 and shall include time for approved maintenance of professional expertise and other similar professional activities.

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, and Christmas Day.

*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 interests 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. 354.66 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 faculty members with an appointment other than (1) those covered in (a) above, or (2) an adjunct appointment, shall receive salary on a prorata 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. Delegates to the IFO/MEA Delegate Assembly and the MEA Representative Assembly shall be released with pay one (1) day for each Assembly meeting.

Section G. Head Coaches. This section shall determine workload and compensation for those faculty members whose workload includes intercollegiate athletic coaching. For the purpose of this section, an intercollegiate sport shall be defined as a sport that is recognized by the university as having varsity status and whose teams engage in competition with similar teams at other institutions.

Subd. 1. Nothing in this agreement shall be interpreted as requiring that the university offer any particular sport.

Subd. 2. Pursuant to Subd. 1, there will be three categories of head coaches: (1) Those who coach basketball, football, ice hockey, or volleyball. (2) Those who coach baseball, swimming, gymnastics, wrestling, softball, or track. (3) Those who coach cross-country, golf, field hockey, or tennis. For purposes of determining the type of appointment offered, athletic directors shall be considered to be in category (2).

Subd. 3. Head coaches in category (1) of Subd. 2 hired after enactment of this agreement shall be offered a four (4) year fixed-term appointment. Head coaches in category (2) of Subd. 2 hired after enactment of this agreement shall, at the option of the President, be offered either a four (4) year fixed-term appointment, or a probationary appointment, or a non-tenure track appointment. Effective with the 1984-85 academic year only, head coaches in categories (1) and (2) with probationary or tenured appointments shall, upon their request, have their appointment status changed to a four (4) year fixed-term appointment.

Subd. 4. The base salary of those head coaches, current and future, accepting fixed-term appointments as described in Subd. 3 shall be the salary indicated on the salary schedule in Article 11, plus 10%.

Subd. 5. Head coaches in category (1) and those in category (2) with fixed-term contracts who accept an appointment including duties in addition to coaching shall be given a four-year fixed-term appointment covering both the coaching and non-coaching assignments. The salary for the appointment shall be computed in accordance with Subd. 4.

Subd. 6. Head coaches in category (3) of Subd. 2 shall be

offered a probationary, non-tenure track, or tenured appointment in accordance with Article 21.

Subd. 7. In those cases where the President finds that curricular requirements prevent crediting a percentage of a full-time workload for coaching activities in categories (2) and (3), the President may, after meeting and conferring with the Association, authorize compensation in accordance with Article 12, Overload Pay, and Subd. 11 of this Section.

Subd. 8. Individuals hired solely for the purpose of coaching any sport listed in this article may be compensated at the adjunct faculty rate for the percentage of a full-time workload as listed in Subd. 11 of this Section.

Subd. 9. Nothing in this agreement shall preclude the award of a fixed-term contract including head coaching duties in any category in accordance with Article 21, Section C, Subd. 1(c).

Subd. 10. The minimum percentage of a full-time workload credited for head coaching activities shall be in accordance with Subd. 11. The percentage of a full-time workload credited for faculty assigned head coaching activities in two sports shall be, at a minimum, the sum of the percentages indicated in Subd. 11 for each sport. Nothing shall prevent the President from crediting a greater percentage of a full-time workload for any particular head coaching appointment.

Subd. 11. The minimum credit for head coaching activities shall be the indicated percentage of a full-time appointment for a full academic year. The apportionment of the percentage of a full-time appointment to coaching activities during each academic quarter during the year shall be determined by the President.

<u>Category</u>	<u>Coaching Activity as Annualized Percentage of Full Workload</u>
1	.42
2	.27
3	.16

Subd. 12. The head coach in categories (1) and (2) with an academic appointment shall be given first consideration if a full-time vacancy occurs in the department or program in which he/she holds his/her academic appointment, in accordance with the following procedures.

- a. Should the President decide to fill such a vacancy, this decision shall first be made known to the coach involved, and the coach shall have the opportunity to apply and have his/her application considered in accordance with Article 21 prior to beginning any search.
- b. Should two or more faculty be eligible, then the President shall make the appointment after considering the recommendation of the Department. If a non-tenured head coach is appointed by the President, credit for service within the last twelve (12) years shall be granted in accordance with Article 21, Section C, Subd. 2(c), but notwithstanding any other section of the agreement, such individuals shall serve a minimum of two (2) years in a probationary status.

Subd. 13. The President may offer extended duty day contracts to head coaches who serve on non-duty days during the academic year.

Subd. 14. The percentage of a full-time workload credited for head coaching activities in more than one sport shall be, at a minimum, the sum of the percentages indicated in Subd. 11 of

this Section.

Subd. 15. All head coaches hired after enactment of this Article shall be covered by its provisions. Faculty currently employed as head coaches for intercollegiate sports listed in Subd. 2, category 1 or 2, shall have until July 1, 1984 to exercise the option of retaining their current appointment with an adjustment in "released time" to reflect the coaching commitments in Subd. 2, or of accepting a four-year (4), fixed-term "head coaching appointment," effective July 1, 1984.

ARTICLE 11

SALARIES

Section A. Salaries for F.Y. 1984.

Subd. 1. Effective July 1, 1983, salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below as 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	\$14,919	\$18,859	\$22,749	\$26,184
1	14,919	18,859	22,749	26,184
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
10	21,708	27,442	33,101	39,930

Subd. 2. Effective July 1, 1983, salaries of adjunct faculty members covered by this Agreement shall be at the rate of not less than \$350 per quarter credit hour.

Subd. 3. New faculty members beginning employment in FY 1981 and thereafter shall be deemed to have been placed upon the appropriate

steps on appointment, and no further step placement calculations shall be made.

Subd. 4. All faculty members who were promoted effective FY 1984 shall be moved to the proper lane at the step which was equivalent to their base salary in FY 1983 before promotion, and in lieu of the adjustment in Subd. 5 below, shall then be granted a two (2) step increase. For those faculty members who were at steps 5, 6, or 7 of the Instructor lane, this shall be implemented by moving the faculty members to step 0, 1, or 2, respectively, of the Assistant Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 4, 5, or 6 of the Assistant Professor lane, this shall be implemented by moving the faculty member to steps 0, 1, or 2, respectively, of the Associate Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 3, 4, or 5 of the Associate Professor lane, this shall be implemented by moving the faculty members to steps 0, 1, or 2, respectively, of the Professor lane, and then granting a two (2) step increase.

Subd. 5. All faculty members, except for full professors at step 9, who were in the bargaining unit in FY 1983 and who return in FY 1984 shall be increased one (1) step upon the salary schedule, unless the individual is already at step ten (10).

Subd. 6. All faculty members who were at step 9 of the full professor lane in FY 1983 shall be moved to step 10 112 days after the beginning of the 1983-84 academic year.

Subd. 7, All faculty members who were promoted from Associate Professor to Professor effective FY 1982 shall be granted an additional one (1) step increase effective July 1, 1983, provided they are not at the top of their salary lane.

Section B. Salaries for F.Y. 1985.

Subd. 1. Effective July 1, 1984, salaries of tenured, probationary, fixed-term, and non-tenure track faculty members covered by this Agreement shall be at the rates set forth below as 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	\$15,068	\$19,048	\$22,976	\$26,446
1	15,068	19,048	22,976	26,446
2	15,068	19,048	22,976	26,446
3	15,790	19,962	24,079	27,716
4	16,549	20,921	25,237	29,046
5	17,343	21,925	26,446	30,440
6	18,175	22,976	27,716	31,903
7	19,048	24,079	29,046	33,432
8	19,962	25,237	30,440	35,038
9	20,921	26,446	31,903	36,720
10	21,925	27,716	33,432	40,329

Subd. 2. All instructors, assistant and associate professors who have been at the top of their group salary lane for five (5) consecutive academic years shall receive the equivalent of a one (1) step (4.8%) salary adjustment in the next year. Partial years of service at the top of the salary lane shall not be counted for this purpose.

Subd. 3. Effective July 1, 1984, salaries of adjunct faculty members covered by this Agreement shall be at the rate of not less than \$375 per quarter credit hour.

Subd. 4. All faculty members who were in the bargaining unit in FY 1984 and who return in FY 1985 shall be increased one (1) step upon the salary schedule, unless the individual is already at step ten (10).

Subd. 5. All faculty members who are promoted effective F.Y. 1985 shall be moved to the proper lane at the step which was equivalent to their base salary in FY 1984 before promotion, and in lieu of the adjustment in Subd. 4 above, shall then be granted a two (2) step increase. For those faculty members who were at steps 5, 6, or 7 of the Instructor lane, this shall be implemented by moving the faculty members to step 0, 1, or 2, respectively, of the Assistant Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 4, 5, or 6 of the Assistant Professor lane, this shall be implemented by moving the faculty

member to steps 0, 1, or 2, respectively, of the Associate Professor lane, and then granting a two (2) step increase. For those faculty members who were at steps 3, 4, or 5 of the Associate Professor lane, this shall be implemented by moving the faculty members to steps 0, 1, or 2, respectively, of the Professor lane, and then granting a two (2) step increase.

Section C. Market factors 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 be an annual non-recurring adjustment of up to 10% more than the salary indicated for that individual on the salary schedule. The following areas shall be designated as eligible for market factor increases.

1. Computer Science
 - a. Doctorate in Computer Science, or
 - b. Doctorate in related field with a master's degree or its equivalent in Computer Science
2. Engineering
 - a. Doctorate in Engineering
3. Business Administration
 - a. Doctorate in any one of the following areas:
 1. Finance
 2. Marketing
 3. Management
 4. Accounting
 5. Management Information Science
4. Nursing
 - a. R.N., M.S.N., and appropriate doctorate

The total funds to be distributed for market factors shall be \$100,000 for F.Y. 1985.

Section D. Outstanding contributions by faculty members to their profession, university, or university community may be acknowledged by financial award or other forms of recognition on a one-time basis. The total funds to be distributed for outstanding contributions shall be \$100,000 for FY 1984, and \$100,000 for FY 1985.

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. Classes need not be scheduled on all duty days.

Section C. Salaries. A faculty member who accepted an assignment for a full-time summer session workload in 1983 shall have his/her compensation adjusted to the rate of 11% of the F.Y. 1983 ending base salary, but not less than the salary already paid. A faculty member accepting an assignment for a full-time summer session workload in 1984 shall be compensated at a rate which is 11% of the F.Y. 1984 ending 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 offer during the life of this Agreement; Group Life, Health, Surgical, Medical and Hospital benefits; and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

Section 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 & 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

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

Section C. Employer Contribution for Health Insurance. From the effective date of this Agreement through October 4, 1983, the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the

monthly premium of the carrier covering the employee toward the cost of employee health coverage.

Effective October 5, 1983, 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, fee for service health plan, Preferred Provider Organization, or any other plan offered by the Employer. Effective October 5, 1983, the major medical benefits under the fee for service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

1. The medical/surgical benefit shall pay ninety percent (90%) of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
2. After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
3. In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section C herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement

will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.

4. As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement the plan.
5. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
6. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

Section D. Employer Contribution for Dental Insurance. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the monthly premium of the dental carrier covering the employee toward the cost for employee coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of one-half ($\frac{1}{2}$) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section E. Optional Insurance. Up to \$105,000 additional life insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent

coverage of \$3,000 for each dependent and up to one-half ($\frac{1}{2}$) 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. Unless modified by other provisions of this agreement, 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 State group premium rate, at the employee's expense in the group hospital, medical, and dental benefits 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, 1983, 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 annually for the coverages available under Section C of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on a mutually acceptable date. For employees

retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) day calendar period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest October 1 in each year or the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages provided under Section D above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before February 1, 1984.

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, non-tenure track, or probationary contract may receive state benefits if the initial tenured, non-tenure track, 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 or rehire, exclusive of summer sessions. An employee must be actively at work on the date state life insurance benefits increase except that an employee who is on a paid leave of absence 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 absence 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 twelve (12) 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 rates provided under the 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 (1983-84; 1984-85) of this Agreement, each academic department will be allocated professional travel funds, at the rate of \$150 in FY 1984 and \$200 in FY 1985, per each full-time equivalent faculty member in the department as of the beginning of each academic 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. The department may carry over any portion of its allocation from the first to the second year of the biennium.

ARTICLE 16

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, permanent lay-off, or receipt of separation incentive. Faculty members on non-tenure track or 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 the difference between the amount of accumulated sick leave restored to the faculty member's credit at the time of re-employment and the amount of unused sick leave at the time of the faculty member's subsequent eligibility.

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 by May 15, to be effective the immediately following July 1, shall receive compensation equal to his/her base salary minus 10% of his/her base salary for each year beyond age fifty-five (55). After meeting and conferring with the Association, the President may designate departments or programs in which faculty members choosing the incentive shall receive compensation equal to his/her full base salary. The faculty member shall receive the compensation in two equal annual payments, the first upon

separation and the second the following July 1, 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 prorated 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. In the event such sick leave was used in the calculation of severance pay, the faculty member shall have 60% of the unused accumulated sick leave reinstituted and posted to the faculty member's credit.

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 one (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 purpose 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 (1) quarter at full base salary, for two (2) quarters at $2/3$ of base salary, or for a full academic year at one-half ($\frac{1}{2}$) of base salary. Effective with FY 1985, sabbaticals for a full academic year shall be granted at two-thirds ($2/3$) 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.

Section H. Paid Leave of Absence. The President may grant a faculty member a paid leave of absence up to one (1) year in length for the purpose of retraining or further training to meet the programmatic needs of the university.

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 for 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. In departments where the administration has decided not to have a chairperson, the department may elect and propose annually a person to carry out the procedures required by the contract.

Subd. 3. Departments shall have the right to establish, through a democratic process and in a manner consistent with university procedures and the provisions of this Agreement,

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 of 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.

Sub. 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-half ($\frac{1}{2}$) time appointments in the department and have been members of that department for at least two (2) complete consecutive quarters shall be eligible to vote in matters pertaining to the department chairperson.

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.

Section I. Directors. During spring quarter of each year prior to May 10 the President shall submit to the Association a list of all Director or similar positions for which release time and/or remuneration is provided. The list shall include the position description and the compensation (monetary and/or release time). A meet and confer shall be held after receipt of the list but prior to the end of spring quarter to exchange views and concerns with regard to Directorships. This exchange shall include but not be limited to additions, modifications, discontinuations, procedures and changes in compensation relating to the Directorship or similar position.

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. When a faculty vacancy exists because of resignation, retirement, death or transfer, the President or his/her designee shall consult with the affected department or program.

Section B. Appointment Date. All full-time faculty members whose appointments are effective after the beginning of the academic year shall, for the purpose of reappointment, promotion, or completion of probationary period be considered as having begun service at the beginning of that academic year. This provision shall apply to all current and future probationary and tenure track faculty members and shall not apply in the calculation of the seniority. Faculty members who, by application of this section, would have completed their probationary period prior to July 1, 1983, shall be eligible to apply for consideration for tenure during the 1983-84 academic year.

Section C. 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 (1) 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 D. Appointments. Appointments shall be one of the following five 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 as replacements for persons on leaves, or for head coaches in accordance with Article 10, Section G, 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. Fixed-term appointments made in accordance with other exceptions allowed in the 1981-83 agreement and in effect as of the effective date of this agreement shall

continue as fixed-term appointments until the expiration date of the appointments.

Subd. 2. Non-Tenure Track Appointments. A non-tenure track appointment is an appointment not leading to eligibility for consideration for tenure. A non-tenure track appointee will have employment for the subsequent year unless notified otherwise by March 15 of the year of employment. By June 30, 1984, no more than 8% of the full-time equivalent bargaining unit membership at each university as of the previous March 1 shall have this status.

Subd. 3. Adjunct Appointment. An adjunct faculty member shall not teach more than twelve (12) credits in any one (1) academic year. The appointment terminates at the end of the stated period and carries no implication for future employment. The department shall be responsible for evaluating the academic credentials of the candidates and in making recommendations to the President for such appointments.

Subd. 4. Probationary Appointments.

- (a) Definition. Probationary appointment is any appointment other than fixed-term, non-tenure track, adjunct, 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 C.
- (b) When the administration decides to appoint a probationary faculty member within a department, a notice of vacancy shall

be prepared according to normal university procedures.

When the notice of vacancy is approved by the university, non-tenure track and fixed-term faculty who have served five (5) or more FTE years in that department may apply for that position. Before commencing the formal search to fill the position, the department shall review all such applications from eligible non-tenure track and fixed-term applicants. Should none of the applicants be recommended by the department or appointed by the administration, the formal search shall continue.

- (c) 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. For those persons who because of prior part-time service, reach four (4) FTE years of service during the academic year, the probationary period shall end at the completion of that academic year.
- (d) Computation. The probationary period shall include all tenured, probationary, non-tenure track, 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. The computed probationary period shall include a probationary appointment immediately prior to the granting of tenure. For individuals who were previously tenured in any university in the system and whose rehiring rights have expired after layoff, appointment to a position after retraining shall include a probationary period not to exceed two (2)

years. Notice of non-renewal of such appointments shall be given no later than May 31 of the year prior to the expiration of the appointment. 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. 5. Tenure.

- (a) Definition. An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 4(c) hereof. Appointment beyond the completion of the specified probationary period because of an arbitrator's award or because of clerical error shall not carry with it the award of tenure. 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. 4(d) 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, and, if such consideration is during the fifth year of FTE service, this procedure for consideration for tenure shall be in lieu of any other established procedures for consideration for non-renewal of probationary employment. 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, as a component in making 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 or research
3. Evidence of continuing preparation and study
4. Contribution to student growth and development
5. Service to the university and community

Section C. Schedule. Non-tenured faculty members with appointments of .5 FTE or more 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 faculty member may discuss the plan with the chairperson and with members of the department. 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:

The President shall meet and confer with the Association, in accordance with the provisions of Article 6, in the event a retrenchment is contemplated. In connection with such duty to meet and confer, the President shall give the reason(s) as listed above for the contemplated retrenchment and shall provide information, including information of anticipated attrition, and statistical and financial data having a bearing on any such contemplated retrenchment.

Section B. Retrenchment Procedure.

Subd. 1. Attrition. Whenever possible vacancies created by retirement, resignation, death or early separation, 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 Section A hereof, the President shall determine the particular department or program in which personnel reductions are to be made. Such reductions shall then be

accomplished in the following order:

- (a) Adjunct, fixed-term, and non-tenure track, without priority, based upon programmatic needs
- (b) Probationary
- (c) Tenured faculty in the affected department shall be laid off in inverse order of seniority as described in Article 29 hereof. No tenured faculty member who has at least twenty (20) years of service within the State University System 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. 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 C, Subd. 3. 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. 4. 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.

Subd. 5. The President may allow a faculty member who has

been given notice of layoff to spend the terminal year in a retraining status.

Subd. 6. Tenured faculty members who have been given notice of layoff may, at any time during the year of notice, choose to be placed on furlough instead of being laid off. Furlough status shall be under the following conditions:

- (a) The furlough shall start at the end of the year of notice and continue for a period of no more than two (2) years.
- (b) There shall be presumption that the faculty member on furlough shall return to duty unless the President, by March 15 of the second year of the furlough, determines after meeting and conferring with the Association that the individual faculty member shall be laid off. In such event, the lay off shall begin immediately following the furlough.
- (c) Faculty on furlough shall have all recall and reassignment rights described in other sections of this Article, and such rights shall continue for three (3) years beyond the furlough should the individual be subsequently laid off.
- (d) Faculty members on furlough shall be eligible for employer paid insurance benefits at the level in force at the time of layoff notice for a period of twelve (12) months after the beginning of the furlough. Such insurance benefits shall be available at the employees expense for an additional twelve (12) months. If employer paid insurance is provided during furlough, the employee shall not be eligible for further benefits during a layoff immediately following the furlough.
- (e) Time spent in furlough status shall not be counted toward meeting the provisions of Section B, Subd 2(c) of this

Article.

Section C. Catastrophic Retrenchment. If a retrenchment within a university involves layoff notice being given to more than fifteen percent (15%) of the tenured faculty in an academic year, such tenured faculty shall be entitled to re-employment rights for three (3) years within the system, following the same procedure used for recall in Section E.

Section D. 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 applies and is found 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 F,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, including credit for time in layoff

status, but shall for purposes of this Article, begin a new accumulation of seniority within the new 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 or upon reassignment to a full-time tenured position in the bargaining unit.

Section E. 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 F. 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 G. 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 redefines departments or programs based upon the needs of the University. 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 H. Transfer. Transfers of individual faculty members to an existing or to a new department or program on the seniority roster shall become effective one (1) year after such changes are posted in accordance with Section G above.

Section I. Outplacement Service. The State University System, after consultation with the IFO/MEA, shall select an outplacement consultant and provide such services to faculty members who are given notice of layoff and who request the service.

Section J. 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. (Probationary, Non-Tenure Track, Fixed-Term, and Adjunct).

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.

Section C. Probationary Faculty.

Subd. 1. The decision to non-renew probationary faculty shall be made by the President and shall not be for arbitrary or capricious reasons.

Subd. 2. 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.

Subd. 3. Notice of non-renewal of probationary faculty shall be as follows:

- (a) 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.
- (b) Not later than December 15 of the second academic year⁽¹⁾ 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.
- (c) No later than May 31 of the year prior to expiration of the appointment during the third and subsequent years of academic service.

Subd. 4. The probationary faculty member who is non-renewed shall, upon request, be given written reasons for his/her non-renewal within fifteen (15) days of the request.

Subd. 5. A probationary faculty member who has been given notice of non-renewal in the third or subsequent years of employment shall, upon request, be granted an interview with the President by January 15th of the terminal year in order to discuss his/her employment status. Any change in the decision to non-renew shall be communicated to the faculty member within fifteen (15) days.

Subd. 6. The probationary faculty member who is non-renewed shall have access to the full Grievance Procedure for any violation of Subds. 2, 3, and 4 above and shall have access through the President's Level of the Grievance Procedure for any other violations of this Subdivision.

Subd. 7. Probationary faculty members who are non-renewed without evaluation in compliance with Article 22 during the academic year in which the notice of non-renewal is given shall have their nonrenewal rescinded and obtain an additional year of employment during which an appropriate evaluation shall be conducted.

The additional year of employment shall not automatically confer tenure upon faculty members nor shall it be construed as authorizing the Administration to intentionally avoid conducting an evaluation to thereby extend the probationary period.

Faculty members who fail to complete the plan for professional development or the annual report in accordance with the timetables established by the President as described in Article 22, Section D, shall be served a written notice to comply within ten (10) days or lose the protection provided by this subdivision.

Section D. Non-Tenure Track Faculty. Non-tenure track faculty will have employment for the subsequent year unless notified otherwise by March 15 of the year of employment. Such notification shall not be considered a non-renewal of employment requiring a statement of reasons as required by Section C, Subd. 4, of this Article. The decision to give such notification shall not be subject to the grievance procedure.

Section E. 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, or research
- 3) Evidence of continuing preparation, study,
- 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 November 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 30.

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 30. 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 May 10.

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 30 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 indicated in the appointment letter for the subsequent year.

Section D. All instructors shall be promoted to Assistant Professor upon being granted tenure.

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. Faculty members shall not engage in any outside activity which interferes with their regular duties.

Subd. 3. During a period of full-time employment a full-time faculty member shall not receive either an annual retaining fee or a regular salary from any outside source 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. A full-time faculty member serving as a regular paid consultant or staff member for another Minnesota state agency shall do so with an appropriate leave of absence and deduction of pay at the university.

Subd. 5. Faculty members engaging in private practice, shall not 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. The technical equipment of the System or university shall not be used by faculty members 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. Faculty members shall not use their position to secure special privileges or exemptions for themselves or others.

Subd. 8. Faculty members shall not engage in any transaction

as a representative or agent of the state with any business entity in which they have 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. Faculty members shall not accept employment or engage in any business or professional activity which they might reasonably expect would require or induce them to disclose confidential information acquired by reason of their official position.

Subd. 10. Faculty members shall not disclose to unauthorized persons confidential information gained by them by reasons of their 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 except adjunct faculty 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 \$180,000 in FY 1984 and \$195,000 in FY 1985.

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 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. Full-time faculty members, and all probationary, non-tenure track, and tenured part-time faculty members, 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 eight (8) credit hours per academic quarter, or summer session, nor twenty-four (24) credit hours per year. The right to waiver of tuition may be applied on a proportional basis to courses of more than eight (8) credits. In the event the faculty member does not exercise this right, the faculty member's spouse or dependent children shall be eligible to take courses 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 a unit member or a 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 Statute.

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 shall 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 thirty (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 alternately 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, the 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

SENIORITY

Section A. Definitions.

Subd. 1. Seniority. Seniority shall be defined as full-time equivalent years of continuous service at the university in which the faculty member has served. This definition shall not reduce seniority accrued as of the effective date of this contract to members of the bargaining unit.

Subd. 2. Full-Time Equivalent Year. A full-time year shall consist of three quarters of continuous service for a full-term faculty member while one quarter and two quarters of continuous service in an academic year shall result in .33 and .66 of a full-time equivalent year respectively. Faculty with less than a full-time appointment for any quarter shall receive the appropriate fraction. No additional full-time equivalent years shall be accrued for any assignment beyond the regular academic year.

Subd. 3. Continuous Service. 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 Articles 17 or 18 shall not interrupt continuous service. However, a leave granted in accordance with Article 18, Section A, Subd. 1 shall interrupt continuous service if extended beyond five (5) years.

Section B. Application. For purposes of layoff (see Article 23, Retrenchment,) "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.

In the event a faculty member is laid off and meets the three (3) years of 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.

Section C. Seniority Roster. A seniority roster shall be posted

and sent to the Association by the President or his/her designee on or before November 1 and March 1 of each year. The roster shall be published in a uniform, systemwide format and shall provide the following information:

1. Names of tenured faculty member(s)
2. Names of other faculty members, by type of appointment
(probationary, fixed-term, non-tenure track)
3. Full or part time (if part-time, percentage)
4. Date of initial employment
5. Date of tenure (if applicable)
6. Years of seniority (if applicable)

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 academic years of continuous service. Disputes concerning the accuracy of the information must be filed with the president's designee within twenty (20) calendar days of publication of the 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.

ARTICLE 30

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 31

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. The Employer and the IFO/MEA for the life of this Agreement each voluntarily and unqualifiedly waive the right, and agree 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 32, Duration.

ARTICLE 32

DURATION

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, 1983 and remain in full force and effect through the 30th day of June 1985.

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.

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to specific 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.

IN WITNESS WHEREOF, the parties hereto have set their hands.

FOR THE IFO/MEA:

FOR THE EMPLOYER:

Dated this ____ day of _____ 198__

Dated this ____ day of _____, 198__.

APPENDIX A

GRIEVANCE - STEP I

DATE: _____

NAME:	IFO/MEA Grievance Representative
	NAME:
UNIVERSITY:	MAILING ADDRESS:
DEPARTMENT:	

Sections of Agreement Claimed Violated

- 1.
- 2.
- 3.

Nature and Facts of Grievance (Description of the acts, decision or omission which gave rise to the grievance) Appropriate documents attached

Relief Requested (Remedy to be applied)

Signature of Grievant

Signature of Grievance Chairperson

I do _____ request a meeting at Step I of the grievance procedure
I do not _____

Memorandum of Agreement
Between
Minnesota State University Board
And
Inter Faculty Organization/Minnesota Education Association

The parties to this Agreement agree to implement the following procedure governing the selection of employees to serve on meet and confer committees as provided in Article 6 of the 1983-85 Agreement between the parties. The parties also agree that such procedure shall remain in effect pending final disposition of the lawsuit between Leon W. Knight, et al, (Plaintiffs), v. Minnesota Community College Faculty Association, et al, (Defendants) or until the parties to this agreement mutually agree to revise the procedure.

The selection of meet and confer committees at each university and at the Statewide level shall be by an election conducted by the IFO/MEA, subject to the following conditions.

1. The State meet and confer committee shall consist of no less than _____ faculty who shall be elected for terms of _____ years each. The university meet and confer committees shall consist of no less than _____ faculty who shall be elected for terms of _____ years each.
2. The Employer shall provide to the IFO/MEA and the local Association a list of all eligible voters, who are defined as members of the bargaining unit.
3. Any employee who is a member of the bargaining unit may nominate himself/herself or any other member(s) of the bargaining unit to serve on any meet and confer committee, and shall be an eligible voter.
4. Each eligible voter shall be allowed to vote for as many candidates as he/she chooses, up to the number of members to be elected to the committee. The voter may place no more than one vote for any particular candidate.

5. The members of each meet and confer committee shall elect their own chairperson from among the committee membership.
6. Replacement of any vacant position shall be made by election in accordance with items 2 to 4 above.

FOR THE SUB:

FOR THE IFO/MEA:

DATED: _____

DATED: _____

Memorandum of Agreement
Between
Minnesota State University Board
And
Inter Faculty Organization/Minnesota Education Association

The parties to this Agreement agree that the implementation of the Agreement between the State University Board and the Inter Faculty Organization/Minnesota Education Association effective July 1, 1983 to June 30, 1985, shall be as follows:

1. Any grievance which was filed in an otherwise timely fashion prior to the date of signing of the 1983-85 Agreement will be subject to interpretation in accordance with the 1981-83 Agreement between the parties, and shall not be made invalid solely by any changes in the 1983-85 Agreement.
2. Any act or omission by any administrator which occurred prior to the date of signing of the 1983-85 Agreement shall not be considered a basis for a valid grievance solely because of alleged violation of the 1983-85 Agreement, but shall be the basis for a valid grievance, if filed in a timely fashion, if the allegation is that there was a violation of the 1981-83 Agreement in effect at that time.

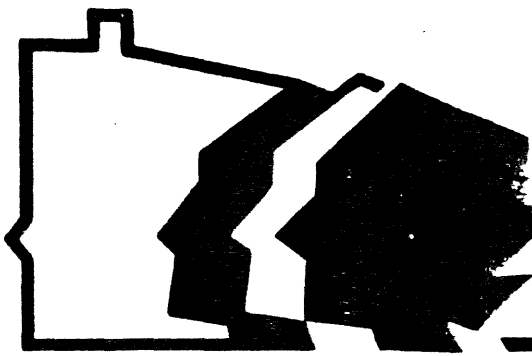
FOR THE SUB:

FOR THE IFO/MEA:

DATED: _____

DATED: _____

State of
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

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

January 24, 1984

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
State Capitol
St. Paul, Minnesota 55155

Dear Senator Nelson:

I am submitting herewith copies of the following 1983-85 negotiated collective bargaining agreement for review and approval of the Commission:

Collective Bargaining Unit

Exclusive Representative

#10 Community College Instructional

Minnesota Community College
Faculty Association

#9 State University Instructional

Inter Faculty Organization

These contracts have been ratified by the members of the respective bargaining units and have been formally executed by the exclusive representatives and the Commissioner of Employee Relations.

Additionally, I have enclosed a summary of the economic costs and the salary/fringe benefit provisions of the contracts.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Lance Teachworth". The signature is written in a cursive, flowing style.

Lance Teachworth
Deputy Commissioner
Labor Relations Bureau

Enclosure

cc: Commission Members

SUMMARY OF SALARY AND BENEFIT PROVISIONS
OF AGREEMENT WITH MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION

SALARY

General Wage Adjustment

7/1/83: 1% Across-the-board for faculty members in Columns 1, 2 and 3

4% Across-the-board for faculty members in Column 4

Continue existing step progression system

7/1/84: 1.8% increase in top step of Column 1

1.8% increase, plus \$230, for top step of Column 2

4.6% increase, plus \$230, for top step of Column 3

6.4% increase for top step of Column 4

Continue existing step progression system

INSURANCE

- Continued existing insurance benefits and deductibles, except that out-patient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

-Reimbursement at 80% of charges until faculty member has incurred out-of-pocket expenses of \$1,000 lifetime

-100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but faculty members must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

- State will continue to pay faculty member and dependent insurance premium up to the Blue Cross/Blue Shield (BC/BS) premium in the first year. Faculty members pay the difference for higher priced carriers. In the second year, the State will pay 90% of the BC/BS premium for dependent coverage
- Provided for two other cost containment plans within BC/BS plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan
 - b) Physician's Aware. A preferred provided plan covering physicians
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay)
- No changes in dental insurance. State continues to pay premium for faculty member coverage and one-half of the dependent premium, not to exceed the Delta Dental rate

- Increased life insurance by \$10,000 for each salary category
- Extended State-paid life insurance of \$5,000 to part-time faculty members appointed for three credits or more a quarter
- Added Long-Term Disability insurance benefit. Effective July 1, 1984, the State will contribute 1/2 toward premium, or \$5.90 bi-weekly, whichever is less for faculty members electing long-term disability insurance
- Extended State-paid insurance for an additional six months for faculty members on layoff
- Changed eligibility for State-paid insurance for part-time faculty members. State will contribute 1/2 of premium for faculty members working at least six credits a quarter
- Increased severance pay formula from 35% to 40% of accumulated but unused sick leave balance

FISCAL SUMMARY: 1983-85

I. Bargaining Unit Composition

Unit 10 - Community College Instructional

II. Exclusive Representative: Minnesota Community College Faculty Association

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$54,139,632	\$3,908,641
FICA + Retirement	8,558,176	714,818
Insurance	<u>3,268,996</u>	<u>768,439</u>
TOTAL	\$65,966,806	\$5,391,898

EMPLOYMENT CONTRACT

Between

STATE OF MINNESOTA
MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES

and

MINNESOTA COMMUNITY COLLEGE
FACULTY ASSOCIATION

1983-85

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 ____ day of January, 1984, 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 representative for all instructors, counselors, and librarians who meet the statutory definition of public employee as contained in BMS Case No. 83-PR-1219-A, except those:

- a) who teach one course for up to four (4) credits for one (1) quarter in a year;
- b) who teach only non-credit community service or community education courses;
- c) who are substitutes who work fewer than thirty-one (31) days while replacing an instructor, counselor or librarian already in the bargaining unit;
- d) who provide services for not more than two (2) consecutive quarters to the community college board under the terms of a professional or technical services contract as defined in M.S. 16.098; and
- e) all presidents, vice-presidents, assistants to presidents, administrative assistants, provosts, assistant provosts, vice-provosts, deans, assistant deans, associate deans, directors and assistant directors and all classified personnel and any other employees excluded by M.S. 179.61-179.76.

The term "faculty member" when used hereinafter in the contract shall refer to all employees within the designated bargaining unit and reference shall include both male and female faculty members.

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 that are not listed above are created during the life of this Contract, or if existing faculty positions are moved into the classified service or unclassified administrative service, the Employer shall give the Association President or designee written notice at least fourteen (14) calendar days in advance of actual implementation. The parties will meet prior to implementation if the Association requests and will 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 faculty members shall be instituted by the Employer during the term of this Contract.

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 faculty member 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 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 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 a faculty member as a result of any action taken or not taken in accordance with the provisions of this Article.

Section 4. Faculty Member Lists. The Employer shall notify the Association President or designee of all faculty members added to or removed from the bi-weekly payroll. The Bi-Weekly Personnel Status Report shall be transmitted to the Association President or designee no later than one (1) week following the end of the payroll period. Where no such personnel transactions have taken place, the report shall so state.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Equal Application. The provisions of this contract shall be applied equally to all faculty members 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, political affiliation, sexual preference, or any other class or group distinction. The Employer will not interfere with the rights of faculty members 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 faculty member because of Association membership, non-membership, or any faculty member 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 faculty members 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 faculty members; 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 faculty members 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 faculty member mailboxes for communications to faculty members.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on faculty member 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, Community Service, 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 faculty members 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 faculty members 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, faculty proposals to discontinue a non-credit course, proposals to eliminate courses or programs, any reduction in unlimited faculty members, 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 action by the Local Administration.

Proposals initiated by the college administration to create or change existing policies and/or rules and regulations affecting faculty members 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 faculty members 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 whenever practicable and the Grievant, the Association Grievance Representative and Association Local President shall not lose wages due to their necessary participation.

Upon request of the Association Chapter President, the College President shall afford release time not to exceed a total of two (2) courses per quarter with a maximum of eight (8) credits per quarter to be shared by one (1) or more Local Association Officers on each campus for the purposes of conducting Association duties. The Association shall reimburse the College for such release time at the part-time per credit rate listed in Article XI, Section 4.

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-faculty member Association representatives who may represent the faculty members 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

FACULTY MEMBER PROTECTION AND ASSISTANCE

Section 1. Assault. Faculty members 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 faculty member 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 faculty member, the police, and the courts to protect the faculty member from further aggravation regarding the matter.

Section 2. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, legal counsel shall be furnished 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.

Each calendar shall include 168 days, and shall begin no sooner than the first day following Labor Day and no later than September 30th for the 1984-85 and 1985-86 academic years.

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 faculty members in the same assigned field to participate in common staff development activities.

Section 2. Summer Session. Each summer session shall be no less than 26 nor more than 28 consecutive work days in length and shall include at least 25 class and test days and one duty day, unless the period includes July 4th in which case the number of days shall be no more than 27. Two summer sessions shall be considered the equivalent of one academic year quarter. The college administration after consultation with the faculty members 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 faculty members who hold the assigned field and have taught in the assigned field within the past two academic years, on a rotation basis, by assigned field, with those with the most continuous service in each assigned field receiving first chance, except where faculty members have already established a rotation basis for each assigned field.
 - a. If a faculty member is offered an opportunity to teach one or more courses on a go/no-go basis, each such faculty member, 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 the faculty member's assigned field for that summer session.
 - b. If a faculty member 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. A faculty member 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 faculty member 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 faculty member 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. If no unlimited employee qualified under (1) above accepts the assignment, unlimited employees who hold the assigned field and have not taught in the assigned field within the past two (2) years, on a rotation basis, with those with the most continuous service in each assigned field receiving first chance, subject to conditions a, b, and c, above.
3. Other applicants, except that no assignments of other applicants shall be made if currently employed qualified "unlimited" faculty members 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 faculty member 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 1/168 per day or 5/168 of the faculty member'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 faculty members if currently employed qualified unlimited faculty members are available and willing to accept the assignment.

However, if a temporary faculty member holds a position during the year which is so specific as to require continuance during the extra weeks period, such faculty member shall be allowed to have the extra weeks assigned.

- F. Upon mutual agreement of the faculty member and the College President, extra employment may be scheduled in either extra weeks or extra days. Extra weeks or extra days offered shall be scheduled consecutively insofar as is feasible unless the faculty member and the College President agree to a non-consecutive schedule.

Notification of extra days or extra weeks employment during the summer shall be given no later than June 1 unless the faculty member and the College President mutually agree otherwise.

ARTICLE X

WORK ASSIGNMENTS

Section 1. Load. It is recognized that faculty members 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 faculty member 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>
Credits (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

Science Laboratory Courses. Effective July 1, 1984, science laboratory courses (Chemistry, Biology, Physics, Natural Science) shall be credited on the basis of one (1) credit for each one (1) lecture hour and one (1) credit for each two (2) laboratory hours. Credits for science laboratories shall be averaged over the academic year with totals in odd numbers being reduced to the nearest lowest whole number.

Preparation When possible, without disrupting the normal class offerings a maximum of three separate class preparations may be assigned.

Office Hours 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 taught 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, or 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 allocation.

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 faculty member. Such schedules shall be provided to the faculty member 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. Proposals by either the Administration or the faculty for an alternate schedule shall be made in writing and the mutual consent shall be in writing.

Saturday and Sunday Assignments. Assignments to instructors for Saturdays and Sundays shall be considered to be within the academic calendar. This provision does not include student activity assignments. Instructors assigned to Saturday and/or Sunday shall have their schedules arranged to provide two (2) consecutive days in each week without assignment, if desired.

- 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 168.

- 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. During fiscal year 1984, counselors on each campus among themselves, after consultation with the administration, shall develop and post their hours of student availability.

Effective July 1, 1984 it is recognized by the parties that:

1. After consultation with the counseling department, the College President decides when and where counseling services necessary to meet the goals and objectives shall be offered.
2. Counselors on each campus among themselves shall decide which individuals shall work to cover the hours set by the College President or designee.
3. In the event that counselors are unable to decide which individuals shall work to cover the set hours, the College President or designee shall assign individual counselors.

4. For each counselor, no more than twenty-five (25) hours of student contact hours of availability over a five (5) day week shall be scheduled, and no more than six (6) hours averaged daily elapsed time of student contact availability may be scheduled for an individual counselor per week.

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 168. Offers of extra weeks of employment and/or alternate calendar proposals shall be made in writing and agreed to in writing.

The President of the MCCFA and the Chancellor shall each appoint five (5) persons including one (1) person from the Community College Board Office to a task force of ten persons. Other members will be selected from no fewer than eight different colleges in the Community College System. The charge of the task force will be:

1. To review current counseling policies and practices in the Community College System.
2. To examine the literature as to the role and function of counselors in both secondary institutions and higher education institutions in the U.S.
3. To develop models for appropriate counseling services, staffing and delivery.
4. To submit their findings to the President of the MCCFA and the Chancellor by September 1, 1984 or a later date agreed to by the Chancellor and the MCCFA President.

- 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.

Faculty members 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 faculty members 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 unless the Chapter President, Coordinator, and College President agree in writing to a lesser amount. 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 faculty member'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 faculty member's option, the faculty member's quarterly load may include one independent study assignment of one student in one course of up to 5 credits or 5 CBE units. A faculty member who agrees to accept additional independent study or CBE assignments shall receive overload pay at the rate of 1/450 of scheduled salary for each student credit or CBE unit.

- H. Student Activity Assignments. Student activity assignments to faculty members 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 - Subtract from total the
Cross Country	.75 amount received for foot-
Volleyball	2.25 ball in summer before
Hockey	2.25 contract year starts.
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.

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 state 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 faculty member 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 faculty member's classroom contact hour limitation, instead the annual classroom contact hours limitation for faculty members 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 faculty member and agreed to by the administration. The administration will endeavor to schedule classes for faculty members 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 faculty members 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 faculty member's contact hour limitation. Instead, the annual classroom contact hours limitation for faculty members 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 faculty members 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 a faculty member is given an assignment that is not in compliance with the statements in this Contract, the assignment must be acceptable to the faculty member, the Chancellor and the State Association.

- L. Paraprofessional Supervision. Paraprofessionals in instructional, media, and student service programs will be under the supervision of a faculty member. The responsibilities of the paraprofessional will be assigned by the faculty member. When the faculty member is not on duty, a paraprofessional shall report to the employee outside of the bargaining unit to whom the faculty member reports. Faculty members shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them.

- M. Overload Assignment.

- (1) An overload assignment shall be defined as any assignment to a faculty member which exceeds the workload assignment limitations in this Agreement.
- (2) Overload assignments must be mutually agreed upon by the faculty member and the College President.
- (3) When offered to a full-time unlimited instructor, overload shall first be offered to individuals within the assigned field, except where provisions of a grant require an exception to this provision.

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. A faculty member and the MCCFA President or designee shall be notified concurrently in writing of the final column and step determination.

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 faculty 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 05, except where a college takes over a program from another institution and also takes over the faculty members in the program, in which case the Employer may allow placement above Step 05 providing the placement is not more than the next step above the faculty member's former salary.

At the time "initial placement" as used in paragraph one of this section, a faculty member shall be given credit for all applicable experience in determining appropriate step placement not to exceed Step 05. However, new faculty members 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. Faculty members who have administrative experience in the Community College System shall be granted one (1) year of credit on the salary schedule for each two (2) years of administrative experience up to a maximum of five (5) years credit on the salary schedule.

If a Temporary Faculty Member is employed as a Probationary Faculty Member, such faculty member shall be given credit for all appropriate experience if such faculty member is not placed above Step 05.

If a Temporary Faculty Member who holds a step placement above Step 05 moves directly into a Probationary position, such faculty member shall retain the step placement held at the time of the transition.

If a Probationary faculty member at the time of hiring has a total experience which is in fractional years and if that faculty member 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 faculty member 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 faculty member has a break in service and then returns to service, such faculty member 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 faculty members 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 faculty member.

Professional school credits may count as graduate credits if they are in the "assigned field" of the faculty member.

Undergraduate credits if approved by the Chancellor or designee, prior to enrollment in the course, may be counted as "in assigned field" graduate credit.

Undergraduate credits in computer sciences up to a maximum of nine (9) quarter credits shall be counted as graduate level credits "not in the assigned field."

- B. Assigned Field of Faculty Members. The original assigned field of instructors, or counselors, or librarians shall be considered to be the field or fields for which the Chancellor or designee verifies a faculty member was hired.

Additional assigned fields may be secured under the provisions of Article XX, Section 2.

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 a faculty member.

- 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 faculty member.
2. The college department offering the course has a different name from the assigned field and the course is related or allied to the assigned field. Not more than fifteen (15) such credits shall be counted and shall be applicable to Column III and IV only.
3. The course title indicates that the course is intended for the faculty member's assigned field, or
4. The course description states that the course is intended specifically for the assigned field, or
5. The employee faculty member has received written approval from the Chancellor or designee prior to taking the course.

6. The courses taken are education courses specifically directed at the assigned field..
7. 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 a faculty member 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 a faculty member 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 faculty member'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 faculty member.

When such a faculty member 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 faculty member feels the ruling of the Chancellor or designee on the two preceding paragraphs is unreasonable, a grievance may be initiated at step 02.

- D. Column Placement and Change. Column placement for new faculty members shall be established and shall go into effect at the beginning of employment.

Column placement change for Unlimited Full-Time faculty members may be made at the start of the fall quarter or of extra days or weeks which precede the fall quarter.

Column placement change for Temporary Full or Part-Time faculty members may be made at the start of any quarter or of the extra days or weeks which precede the quarter.

- E. Column Change Documentation. Column placement change must be documented and established as follows:

Probationary and Unlimited Full-Time Faculty Member

1. The faculty member 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 faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member's assignment period attached to that academic year. No column change for Probationary and Unlimited Full Time faculty members may be implemented at any other time.

Temporary Full and Part-Time Faculty Members

1. The faculty member 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 faculty member will be adjusted accordingly and such adjustment will apply retroactively to the start of the faculty member'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 faculty members on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all-college fund shall be paid to faculty members on the same basis as to others with like assignments.

Faculty members shall be paid for assessment of competencies for credit as follows:

1983-85 - one to four credit assessment, \$20.00;
\$5.00 per credit over four credits.

A Faculty members employed for the summer session shall be paid on the basis of the number of credits taught. Unlimited full-time faculty, and other faculty members teaching more than five (5) credits for the summer session, shall be paid a pro-ratio of the faculty member's salary schedule for the previous academic year.

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 five (5) credits per quarter 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. Salary Schedule. The salary schedules for 1983-84 academic year to be effective July 1, 1983 shall be as follows:

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
02	13,920	16,449	17,344	18,803
03	14,737	17,344	18,261	19,778
04	15,578	18,261	19,207	20,783
05	16,449	19,207	20,184	21,820
06	17,344	20,184	21,191	22,884
07	18,261	21,191	22,224	23,984
08	19,207	22,224	23,293	25,111
09	20,184	23,293	24,386	26,278
10	21,191	24,386	25,520	27,475
11	22,224	25,520	26,682	28,707
12	23,293	26,682	27,879	29,984
13	24,386	27,879	29,119	31,293

1984-1985 Salary Schedule. The salary schedule for the 1984-1985 academic year to be effective July 1, 1984, shall be as follows:

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
02	13,920	16,449	17,344	18,803
03	14,737	17,344	18,261	19,778
04	15,578	18,261	19,207	20,783
05	16,449	19,207	20,184	21,820
06	17,344	20,184	21,191	22,884
07	18,261	21,191	22,224	23,984
08	19,207	22,224	23,293	25,111
09	20,184	23,293	24,386	26,278
10	21,191	24,386	25,520	27,475
11	22,224	25,520	26,682	28,707
12	23,293	26,682	27,879	29,984
13	24,825	28,611	30,688	33,296

For 83-84 and again for 84-85, each faculty member not at the maximum step on the salary schedule, and who meets the requirements for step movement, will be moved to the next step.

Effective July 1, 1983, faculty members who teach five (5) credits or less per quarter shall have their rate of pay increased from \$230 to \$300 per credit. Effective with the start of the winter quarter of the 1983-1984 academic year, any faculty member who teaches five (5) credits or less per quarter shall have his/her rate of pay increased from \$300 to \$310 per credit.

Faculty member's positions on the salary schedule shall not be altered because of this contract except as provided for under the terms of this contract.

- N. Applied Music. Effective with the winter quarter of the 1983-1984 academic year applied music instruction provided by part-time instructors shall be paid at the rate of at least \$85 per quarter for each one-half ($\frac{1}{2}$) hour lesson per week. The applied music instruction pay rate shall be applied uniformly at the college.

ARTICLE XII

LEAVES OF ABSENCE WITH PAY

Communicating Absence. Faculty members may on occasion be unavoidably absent. A faculty member who finds it necessary to be absent shall communicate with the community college official to whom the faculty member 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 faculty member 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 faculty member 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 attendance on duty may endanger the health of fellow faculty members or the public, or the illness of the faculty member's spouse, minor children, or parent and spouse's parents for such periods as the faculty member's attendance shall be necessary. Further, a faculty member shall be granted up to five (5) days, charged against sick leave, for the reason of establishing bonding with an adoptive or foster child. A faculty member 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 the faculty member's credit. In the event that a faculty member with an illness exhausts the current accumulated sick leave and has lapsed sick leave recorded to the faculty member's credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the faculty member's illness, but not to exceed the total amount of lapsed sick leave.

One additional day of sick leave allowance shall be credited to each unlimited faculty member 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 a faculty member in advance is assumed to be earned at the rate of ten (10) days per academic year. If a faculty member resigns or is dismissed for cause and has used more sick leave than has been earned, such faculty member shall reimburse the employer for any such overpayment.

A faculty member who is reinstated or reappointed to the Minnesota Community College System within four (4) years from the date of resignation or retirement may, at the Appointing Authority's discretion, have the accumulated but unused sick leave balance restored and posted to the faculty member's credit in the records of the employing department, provided such sick leave was accrued in accord with the provisions of this Agreement.

However, upon reinstatement or rehire, a faculty member who has received severance pay shall either have the sick leave balance restored at sixty (60) percent of the faculty member's accumulated but unused sick leave balance plus eighty seven and one half (87½) percent of the faculty member's accumulated but unused sick leave bank or may buy back the total amount of sick leave previously paid off on severance by paying the College at the time of reinstatement or rehire the gross amount of dollars previously paid out.

Section 2. Bereavement Leave. A faculty member shall be granted up to five (5) days of approved leave as necessary for bereavement purposes. Bereavement leave of up to five (5) 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 faculty member or of the faculty member's spouse. Other approved bereavement leave shall be deducted from sick leave.

Section 3. Personal Leave. Upon application and approval, each full-time faculty member 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 and/or fourth day may be used if approved by the College President.

Section 4. Advanced Degree or Certification Leave. Upon application, a faculty member shall receive a leave of up to five (5) days to take written or oral exams for an advanced degree or certification.

Section 5. Legal Leave. Upon application, a faculty member shall be excused from work for jury service or in response to a subpoena or other direction by proper authority. Such faculty member 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 6. Sabbatical Leave. The purpose of sabbatical leaves is to give faculty members 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 faculty member 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 a faculty member 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 faculty member 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. In individual cases where a replacement cannot be found, a faculty member determined to meet the other eligibility requirements in the year of request, will not be denied a sabbatical leave based solely on this reason. This provision shall not be applicable to the faculty member after a sabbatical leave request is granted (unless the situation recurs after six (6) more years of service).

4. The number of sabbaticals approved for a college does not exceed seven 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. However, the number of one-quarter sabbaticals approved for a College cannot exceed three percent.

If the number of applicants in a given college exceeds seven 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. Applicants denied a one (1) quarter sabbatical leave due to the three (3) percent limitation shall have the option to take a two (2) or three (3) quarter leave. Indication of a willingness to accept the alternative leave must be provided at the time of initial application.

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. Effective July 1, 1984, sabbaticals may be granted for three quarters of an academic year at two-thirds ($\frac{2}{3}$) of base salary.

Faculty members 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 between December 1st and December 15th in year preceding the academic year during which the faculty member is planning to take the leave. The application must be delivered to the Chancellor or designee in the Board Office 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 faculty member wishes to refuse the sabbatical, the faculty member may make a written request to the College President stating this fact. The College President shall submit this request along with a recommendation and if the Board grants the request the faculty member shall forfeit eligibility for a sabbatical leave until such faculty member 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 faculty member 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.

A faculty member 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 faculty member refuses to do so, the faculty member 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 faculty member was expected to return. Upon returning from sabbatical, the faculty member shall submit a written description of plan activities undertaken during the sabbatical. If a faculty member desires to change the substance of the sabbatical plan which was previously approved by the Board, the faculty member shall submit an amended plan to the Chancellor. If the Chancellor fails to approve the amended plan, the faculty member may submit an alternative plan(s).

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 a faculty member during a sabbatical leave.

Section 7. 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 8. 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 faculty members in the bargaining unit.

Section 9. 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 faculty member by the faculty member's college.

Section 10. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this Contract shall be retained by the faculty member after such signing.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Military Leave. Leave shall be granted to a faculty member 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 faculty member 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 faculty member and shall continue for a period of 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 faculty member.

Section 3. Other Leaves of Absence Without Pay. Upon application, faculty members 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 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 faculty member 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 faculty member has unused personal leave, and in that case such day may be charged against the personal leave of the faculty member upon request of the faculty member. The faculty member shall notify the college in writing between 10 and 20 days prior to the absence.

Section 5. Extended Leaves of Absence. Full-time faculty members who are eligible for extended leave under M.S. 136.88 (a full-time faculty member who has been employed by the Community College Board for at least five (5) years and has at least ten (10) years of allowable service as defined in M.S. 354.05, Subd. 13) may be granted a leave without pay of at least three (3) years but no more than five (5) years. Pursuant to M.S. 354.094, the State shall pay employer contributions into the fund for each year for which a member who is on extended leave pays employee contributions into the fund. Such contribution shall be based on the salary the faculty member would receive if not on leave.

Section 6. Benefits. No benefits shall accrue to faculty members 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 faculty member in which instance no benefits shall accrue to such faculty member if the unpaid leave exceeds an aggregate of thirty (30) working days in any academic year.

An Unlimited Full Time faculty member 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 faculty member's service has been continuous in the system. Such faculty member may be granted this provision once only during the faculty member'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.

Upon application, a faculty member who is granted an unpaid leave specifically to do full time teaching elsewhere, or to engage in other full time (or its equivalence) endeavors which are related to the faculty member's performance or expertise at the college, except in cases of extended leaves pursuant to MS 136.88, shall, upon return, be placed on the salary schedule as if the faculty member's service had been continuous in the System, and the time spent on such leaves shall count for seniority purposes as well. When this type of unpaid leave is less than one (1) academic year, the time spent on the leave shall count for sabbatical eligibility.

A faculty member 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 faculty member 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.

ARTICLE XV

SEVERANCE PAY AND EARLY RETIREMENT INCENTIVE

Section 1. Severance Pay. Severance pay shall be granted to all faculty members under the following provisions:

1. Faculty members 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 separation from state service in an amount equal to 40% of the faculty member's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 ½% of the faculty members' accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation.
2. All faculty members who are mandatorily retired from state service or are separated by reason of death shall receive severance pay in an amount equal to 40% of the faculty member's accumulated but unused sick leave balance (not to exceed 112 days) plus 12½% of the faculty member's accumulated but unused sick leave bank times the faculty member'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 faculty member under the Minnesota Teacher's Retirement Association.

3. All faculty members who are laid off from service in the community colleges, except on a seasonal basis, shall receive severance pay in an amount equal to 40% of the faculty member's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 $\frac{1}{2}$ % of the faculty member's accumulated but unused sick leave bank times the faculty member's regular daily rate of pay at the time of separation.
4. Should any faculty member who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the faculty member's credit at the time the faculty member was reappointed and the amount of accumulated but unused sick leave at the time of the faculty member's subsequent eligibility for severance pay. However, if the faculty member has bought back the total amount of sick leave previously paid off on severance, eligibility for future severance pay shall be computed upon the amount of accumulated but unused sick leave to the faculty member's credit at the time of the faculty member's subsequent eligibility for severance pay.
5. If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the 112 days maximum.
6. Faculty members 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.

A faculty member 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. Individual applications for early retirement incentive will only be granted where it can be shown that the specific application would prevent a layoff, allow the recall of a laid off faculty member and/or would result in a cost savings to the System.
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, 1983, and prior to execution of this Agreement, 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). After execution of this Agreement, an eligible faculty member who elects such early separation shall receive compensation equal to his/her base salary minus 20% of his/her base salary for each year beyond age sixty (60). 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 ALLOWANCES

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. Faculty members affected under this Article shall be reimbursed for such 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 a faculty member is required to use the faculty member's automobile to conduct authorized state business, the Employer shall reimburse the faculty member 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 faculty member, the Employer shall authorize the mileage 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 faculty member's residence, shall be shown separately on the faculty member's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A faculty member shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

When a faculty member is assigned to off campus duties, the faculty member shall be paid the full roundtrip mileage allowance between the teaching location and the faculty member's home less the roundtrip distance between the home and the campus.

Section 3. Commercial Transportation. When a faculty member is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of the Employer, the faculty member 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. A faculty member 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. A faculty member 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. A faculty member assigned to be in a travel status between the faculty member'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 faculty member 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 faculty member 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:

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

Subdivision 3. Maximum reimbursement for meals outside the state or on trains, including tax and gratuity, shall be:

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

Subdivision 4. Faculty members 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 faculty member makes such a request within a reasonable period of time in advance of the travel date.

ARTICLE XVII

FACULTY DEVELOPMENT

Section 1. College Level. For fiscal year 1983-1984, each College will be allocated faculty development funds at the rate of \$100 per each full-time equivalent faculty position allocated to the College for the preceding academic year. For fiscal year 1984-1985, each College will be allocated faculty development funds at the rate of \$175 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 only to attend conferences, workshops and other activities off-campus, or for the provision of on-campus activities for staff development of the faculty. The Local Association Chapter shall determine an equitable procedure for the distribution of faculty development funds. The College President or designee may review proposed faculty development expenditures,

and may veto a proposed expenditure within one week of its receipt if the proposed expenditures do not meet the purposes stated above. Nothing in this Section shall preclude the Local Association Chapter from proposing to spend faculty development funds on joint activities with other groups at the College. Upon mutual written agreement, the Association Chapter President and the College President may agree to another method for determination of the use of College level development funds.

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 faculty members 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 faculty members (double indemnity applies in the case of accidental death):

<u>Faculty Member's</u> <u>Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and</u> <u>and Dismemberment-</u> <u>Principal Sum</u>
0-\$20,000	30,000	30,000
\$20,001 - \$30,000	40,000	40,000
over \$30,000	50,000	50,000

Up to \$105,000 additional insurance may be purchased by faculty members subject to satisfactory evidence of insurability, in increments established by the Employer. The Employer shall also make available dependent coverage of \$3,000 for each dependent and optional life insurance for the spouse of the faculty member to a maximum coverage equal to one-half ($\frac{1}{2}$) the total state group life insurance coverage maintained by the faculty member. Such additional optional insurance for the spouse must be purchased in increments established by the Employer.

Faculty members in the bargaining unit who are appointed for three (3) credits or more a quarter shall receive \$5,000 State paid life insurance while employed by the College.

Section 2. Health Insurance-Faculty Members and Dependents. The Employer agrees to offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

For the period from the effective date of this Agreement through October 4, 1983 the Employer shall contribute toward the cost of faculty member and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

Effective October 5, 1983, the Employer shall contribute the lesser of the total faculty member Blue Cross and Blue Shield monthly premium, or the monthly premium of the carrier covering the faculty member toward the cost of faculty member health coverage.

Effective October 5, 1983, 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. Effective October 10, 1984, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent coverage.

Eligible faculty members may select coverage under any one of the HMO's fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. Effective October 5, 1983, the major medical benefits under the fee for service plan 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 per faculty member or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

Subd. 1. The medical/surgical benefit shall pay ninety percent (90%) of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.

Subd. 2. After an annual out of pocket cost of \$1,000 per faculty member or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.

Subd. 3. In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 2 herein when faculty members or dependents are confined to a participating hospital. Faculty members electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.

Subd. 4. As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement the plan.

Subd. 5. The Employer will contract with the fee-for-service carrier to reimburse faculty member costs in accordance with the carrier contract when the faculty member or dependent is confined to a licensed hospice.

Subd. 6. The Employer will contract with the fee-for-service carrier to reimburse faculty member costs in accordance with the carrier contract when the faculty member or dependent is confined to a licensed birthing center.

Section 3. Dental Insurance. The Employer agrees to contribute the following for dental insurance.

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 faculty member's and their families.

Effective October 5, 1983, the Employer shall contribute the lesser of the total faculty member Delta Dental monthly premium or the monthly premium of the dental carrier covering the faculty member toward the cost for faculty member dental coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of one-half ($\frac{1}{2}$) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible faculty members may select coverage under a fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section 4. Long Term Disability. Effective July 1, 1984, where an eligible faculty member has elected to take the State's long term disability insurance, the State shall contribute one-half ($\frac{1}{2}$) toward the premium or \$5.90 bi-weekly, whichever is less.

Section 5. Optional Insurance. The Employer shall continue to make available all existing optional insurance coverages.

Section 6. Group Premium for Early Retirement. Faculty members 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 faculty member's expense, in the group hospital, medical and dental benefits as set forth in Minn. Stat. 43A.27, Subdivision 3 at the State group premium rates.

Section 7. Continuation of Insurance Benefits. Faculty members who sever State employment without qualifying for the early retirement incentive shall be eligible to continue to participate at the faculty member's own expense in the group insurance program for the lesser of six (6) months or until re-employed and eligible for health coverage under a group policy, contract, or plan sponsored by the State or another employer, whichever is shorter.

Section 8. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 1, 2 and 4 of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on a mutually determined date. For faculty members retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the faculty member's retirement.

There shall be an open enrollment period for the coverages provided under Section 3 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before February 1, 1984.

Section 9. Insurance Coverage for Faculty Members on Layoff. All eligible faculty members 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 twelve (12) consecutive months from the date of layoff or until re-employed and eligible for health coverage under a group policy, contract or plan sponsored by the State or another employer, whichever is shorter. Such faculty members shall have the option to continue to participate in the group insurance programs for an additional twelve (12) months or until re-employed and eligible for health coverage under a group policy, contract or plan sponsored by the State or another employer, whichever is shorter at their own expense at the group premium rates.

Section 10. Eligibility. To be eligible for the State paid benefits provided in this Article, a faculty member in the bargaining unit must be appointed for at least 75% of the full-time work assignment load for the academic year.

Effective October 5, 1983, the Employer will pay, at the faculty member's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following faculty members and their dependents: 1) faculty members holding unlimited part-time appointments who work six (6) credits or its equivalence but less than seventy-five percent (75%) of the time, and 2) faculty members holding temporary part-time appointments who meet the following conditions:

- a. Initial qualification requires an appointment totaling at least six (6) credits and up to twelve (12) credits per quarter over three (3) consecutive academic year quarters;
- b. Once qualified, a faculty member remains qualified for each quarter in which the faculty member's appointment equals at least six (6) credits;
- c. When a faculty member's quarterly appointment drops below six (6) credits, insurance coverage will cancel for that quarter, but will be reinstated when the quarterly appointment returns to at least six (6) credits.
- d. Once a break in service occurs (excluding summer session) initial qualification in "a" above must be re-met.

Enrollment must be at the time of initial employment, initial part-time qualification, or during a period of open enrollment.

A faculty member 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 notice has been received from the College President (Provost) or designee by May 31 of each year that the faculty member will be re-hired in an insurance eligible position (at least six (6) credits or its equivalence) for the subsequent fall quarter.

A faculty member 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, re-employment or rehire with the State.

A faculty member 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 faculty member's coverage.

Benefits provided under this Article shall continue as long as a faculty member 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 a faculty member on a State payroll for one working day per pay period during the time the faculty member is on an unpaid leave of absence. If an eligible faculty member is employed on the basis of an academic year and such employment includes absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular academic year, the faculty member shall nonetheless continue to be eligible for benefits provided the faculty member appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.

Faculty members on unpaid leaves of absence may continue their insurance coverage at their own expense.

Section 11. Faculty/Employer Study Committee on Insurance. The Association and the Employer agree to meet and study insurance issues including but not limited to the effectiveness/efficiency of the State's insurance program, alternative types of insurance coverage, flexibility and equality in insurance, and joint insurance bargaining with other exclusive representatives.

The committee shall be composed of two (2) representatives from the Association and two (2) representatives from the Employer. The committee shall investigate the above-stated subject matter and shall report back to both the Association and the Employer by November 1, 1984.

ARTICLE XIX

APPOINTMENTS, TRANSFERS, PROMOTIONS, AND SEPARATIONS

Section 1. Appointments. The following types of appointments may be made:

- A. Probationary. A faculty member must complete at least one (1) but no more than two (2) year(s) on probationary status before becoming an unlimited faculty member. A probationary appointment is an appointment other than 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 an annual written evaluation which shall not be arbitrary or capricious; this evaluation shall serve as a basis for retention decisions except when a probationary appointment is terminated due to layoff. If the faculty member's performance during the first year of probation has been determined to be satisfactory, the faculty member will be granted unlimited status at the end of that academic year. A probationary appointment may be terminated at the end of the first year upon at least forty-five (45) days advance written notice. In individual cases where the College President believes that a faculty member's

performance is unsatisfactory the President may extend the probationary period by one (1) additional academic year. Prior to the beginning of the second year, the President shall meet with the faculty member to discuss strengths and deficiencies and performance expectations identified in the first year's written evaluation. A second year probation may be terminated at the end of the second year upon at least forth-five (45) days advance written notice. A probationary faculty member who completes the probationary appointment without receiving a termination notice or a notice extending the probationary period for the second year shall become an unlimited faculty member. No employee faculty member shall serve more than one probationary period in the Minnesota Community College System.

- B. Unlimited Full-Time. A faculty member 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 faculty member and the college, a part-time faculty member, 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 80% may be granted to a faculty member if the arrangement is agreed to in writing by the faculty member, the College President, and the Local Association, and approved by the Chancellor and the State Association. Assignments in addition to the agreed upon percentage may be allowed for a specified period but are not guaranteed to continue in any subsequent academic quarter(s). If an Unlimited Full-Time position is offered to an Unlimited Part-Time faculty member and the offer is refused, such faculty member shall no longer be on Unlimited status. Unlimited Part-Time faculty members except for being on Unlimited status shall accrue benefits like other part-time faculty members.

- D. Unlimited Special. If it is to the mutual advantage of the faculty member and the college, an Unlimited Full-Time faculty member's load may be reduced to a load between 50% and 80% of a full-time load for a quarter, two quarters, or one or more academic years. For purposes of this provision, a full-time load shall be defined as one quarter equals 15 credits and one year equals 45 credits. Such reduction must have the agreement of the faculty member, 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 faculty member may or must return to full-time status shall be stated in writing at the time of the agreed reduction. Such Unlimited Special faculty member 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 faculty member in accordance with State regulations in effect at the time. A work assignment load reduction under this provision shall not be construed as a leave of absence under Article XIII.
- E. Temporary Full-Time. A faculty member 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 appointment period and is to be used only when such position is clearly a temporary position. A temporary full-time academic year appointment is to be used only under the following circumstances:

1. Replacement of a faculty member on leave;
2. Position is funded by soft money;
3. When the college is unable to meet its affirmative action goals with available candidates and temporary appointment is needed during the continued search process (said appointment shall not exceed one (1) year);
4. When no candidate meets the minimum qualifications as defined by the college and posted by the System office and a temporary appointment is needed during the continuing search process;
5. When special circumstances exist and agreement is reached by the State Association President and the Chancellor (said appointment shall not exceed one year).

When an employee who has held a temporary full-time appointment for one (1) full academic year is rehired to an unlimited full-time position in the same assigned field, the employee shall receive an unlimited full-time appointment rather than a probationary appointment.

- F. Temporary Part-Time. A faculty member with a part-time assignment for extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated appointment period.
- G. Hiring Practice. It shall be the normal practice to hire Unlimited Full-Time faculty members unless special circumstances, as identified in "E" above, suggest that this would not serve the best interest of the college.

The normal practice shall be to hire a full-time faculty member 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 faculty member. It shall also be normal practice to hire a minimum number of part-time faculty members by combining their assignments to the maximum amount feasible. Unless specified in writing at the time of employment, each faculty member will be presumed to be Unlimited Full-Time.

Section 2. Faculty Movement Between Colleges and Claiming Vacant Positions.

- A. Notification. Notice of full-time vacancies of at least one year 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 Chapter Presidents and State Association President or designee. No unlimited full-time position shall be offered until at least fourteen (14) calendar days have elapsed after posting at the college, except if an emergency has arisen and the Chancellor and the State Association President have mutually agreed to an exception.
- B. Claiming Vacant Positions.
 1. Unlimited Full-Time. Current faculty members may claim vacant unlimited full-time positions for which they are qualified in the following order:
 - a. Faculty members who have been notified of layoff.

- b. Unlimited faculty members 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. To claim a position the faculty member must meet the qualifications established in Appendix A or must have held the assignment in the past two years at the College. If more than one eligible part-time faculty member claims such a position, the faculty member with the greater amount of total service in that assignment at that college, shall receive the appointment. 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. A faculty member 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 the faculty member's assigned field(s) at that college.

D. Claiming Vacant Position Procedure. Faculty members 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 faculty member 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 faculty member is not given the position, such faculty member 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 a faculty member, upon application by the faculty member and approval by the College President, for the purpose of participating in an exchange program. This status may be granted to faculty members who have arranged to exchange positions within the Minnesota Community College System and to a faculty member 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 faculty member under the System's salary schedule, and all rights and privileges of that faculty member shall continue in effect during the exchange period.

Faculty members 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 or postings. No faculty member shall be required to accept such a position.

Faculty members 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 faculty members 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 faculty member's service to the college will be terminated. The administration shall provide both the Association and the faculty member affected a written summary of the circumstances giving cause to the layoff and of the alternatives to layoff which have been considered.
- B. A faculty member 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. 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 faculty member and the college president.
- C. Layoffs shall be based on inverse seniority within the "assigned field," and a faculty member shall not be laid off if a less senior faculty member in the college holds a position for which the first employee faculty member has greater seniority.

Probationary faculty members in the assigned field shall be terminated before any unlimited employee is laid off.

- D. 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.
- E. No layoffs shall be made if the college continues to employ unclassified part-time faculty members who are providing bargaining unit work which could be provided by the faculty member.
- F. For a period of 3 years a laid off faculty member, 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 faculty member claims a particular vacancy, the most senior shall receive the job.
- G. The Employer shall notify all laid off faculty members of all full-time vacancies within the system as soon as positions are open. The laid off faculty member who wishes to claim a vacancy must so notify the Employer in accordance with reasonable time lines as established by the Employer.
- H. The laid off faculty member shall file, with the Chancellor or designee, a statement defining the locations and minimum percentage part-time position, within the Community College System, that would be accepted. Those laid off faculty members who have filed such statements shall be notified of all acceptable part-time vacancies for which they are qualified. The faculty member may reject such part-time offer with no penalty. If the faculty member claims the part-time position, the faculty

member shall not forfeit any Unlimited faculty member rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off faculty members.

- I. Laid off faculty members 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 faculty member insurance benefits for a period up to three years while on such Unrequested Leave.
- 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 faculty member may automatically terminate employment by submitting two months written notice of resignation to the College President. Granting releases to employees at other times will be at the discretion of the Employer.

ARTICLE XX

SENIORITY AND ASSIGNED FIELDS

Section 1. Seniority Defined. Seniority of a faculty member shall be determined by figuring the total length of continuous Probationary and Unlimited full-time service in the faculty member's assigned field(s) since the faculty member's starting date in the assigned field. The starting date of a faculty member shall be the beginning of the quarter when a faculty member 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 faculty members become probationary faculty members, 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 faculty members 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 faculty members 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 of a faculty member shall become official when the field(s) appear(s) on the list maintained in the Chancellor's Office, a complete and accurate copy of this list shall be made available to the MCCFA upon request but not later than November 1st of the academic year. Upon initial hiring a written notice of the assigned field shall be sent to the faculty member, and a written notice of any change in assigned field shall be sent to the faculty member. If subsequent to a faculty member's start of Unlimited Full-time service in the faculty member's initial assigned field, another assigned field is/was approved for such faculty member, the seniority in this assigned field shall start at the beginning of the quarter when such assigned field was approved.

Once an assigned field is approved and established for a faculty member, the faculty member continues to accumulate seniority in that field for as long as the faculty member remains as an Unlimited Full-time employee in the System.

For purposes of seniority, all Minnesota Community Colleges shall be considered to have the same starting date for comparable quarters. Where two or more faculty members have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

- A. The faculty member with the greater total employment in the Minnesota Community College System, including temporary employment on a pro rata basis, shall have the greater seniority.
- B. The faculty member with the higher number of graduate credits in the assigned field shall have the greater seniority.
- C. If after consideration of A, and B, 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 at the time of employment. In relation to two or more faculty members 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 faculty members may be changed only by 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 faculty member 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 2. Assigned Field(s) of Faculty Members. The original assigned field of instructors, or counselors, or librarians shall be the field for which the faculty member was hired as approved by the Chancellor or designee. Upon initial hiring, the college shall provide the faculty member with written notice of the assigned field. An additional assigned field(s) may be added, by the Chancellor or designee, under the following provisions:

A. Initial Hire

As part of the original assigned field when the assignment is verified by the college to include at least six (6) credits per quarter for four quarters within the first two (2) academic years, the College President verifies that the assignment will continue, and the faculty member meets the criteria defined in Appendix B.

B. Subsequent to Initial Hiring

As an additional assigned field when a faculty member has completed four quarters within two (2) consecutive academic years of at least six (6) credits each in the requested assigned field, the college president verifies that the assignment will continue, and the faculty member meets the criteria defined in Appendix B.

Section 3. Minimum Qualifications Task Force and Assigned Field Joint Committee. A task force composed of five representatives appointed by the Association and five representatives appointed by the Chancellor or designee shall collect and assess information relevant to qualifications necessary for instruction in each of the occupational programs offered in the Minnesota Community College System. By _____, the task force shall make recommendations for desirable qualifications necessary for instruction in each occupational program to the Chancellor.

After _____, a joint Committee of three (3) faculty members (appointed by the MCCFA) and three (3) administrators (appointed by the Chancellor) shall review the assigned field list and the desirable qualifications definitions and recommend revisions of fields including possible consolidation or separation where appropriate. This recommendation shall be completed by _____.

After _____, any redefinition of assigned fields, redefinition of desirable qualifications, the definition of desirable qualifications for new programs and the designation of the appropriate assigned field for new programs shall be made by the Chancellor only after consultation between the Chancellor or designee and the Association.

ARTICLE XXI

MISCELLANEOUS RIGHTS OF FACULTY MEMBERS

Section 1. Textbooks. All textbooks and other teaching materials to be purchased by students shall be selected by the faculty member, except that a textbook authored by a faculty member 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 faculty member, making such requests, reports.

Section 2. Citizenship. Faculty members shall be entitled to full rights of citizenship and no outside religious or political activities of any faculty member or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such faculty member.

Section 3. Academic Rights. The faculty member shall have the right to freely discuss the faculty member's 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. Faculty Member Work Rules. Each faculty member 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 faculty members upon adoption, with a notation as to the rule or regulation it replaces or changes. Faculty members shall not be held accountable for such rules and regulations until distribution to the faculty members has been made. A copy of each college's personnel directory shall be furnished to the State Association upon request.

Section 5. Confidentiality. Faculty members 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 faculty member 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. Up to seven (7) delegates from the system will be excused to attend the NEA Delegate/Representative Assembly for three (3) consecutive working days provided that the faculty member 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.

Section 8. Release Time for MCCFA President. The President of MCCFA shall be granted release time from 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 the regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges for the State President's release time at the part-time per credit rate listed in Article XI, Section 4 for the amount of release time granted.

Effort will be made to schedule the State Association President's college duties to accommodate Association responsibilities.

A faculty member who has served as MCCFA President shall be given the right to a full-pay one-quarter sabbatical if he/she has served one term; a two-thirds pay, two quarter sabbatical if he/she has served two (2) terms and a two-thirds pay three quarter sabbatical if he/she has served three (3) or more terms. The sabbatical shall be consistent with the applicable provisions of Article XII, Section 6. However, the President's sabbatical shall be in addition to earned sabbaticals granted under Article XII, Section 6.

Section 9. Release Time For Other Association Officers. The Association may buy release time for up to three other officers. The amount of release time shall be specified by the State Association before the beginning of each academic quarter or at other times by mutual agreement. 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 for such officers' release time at the part-time rate per credit rated listed in Article XI, Section 4 for the amount of release time granted.

Effort will be made to schedule such officers' college duties to accommodate their Association responsibilities.

Section 10. Embarrassment. Discussions involving the Employer which concern a faculty member's performance on the job shall be held in a manner which will not embarrass the faculty member before other faculty members, students, or the public.

ARTICLE XXII

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 faculty member to perform her/his assignment.

ARTICLE XXIII

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, faculty members will not be required to make up the time lost during such closing, and the faculty members shall not lose salary or benefits as a result of such closing.

Section 2. Classes at Other Institutions. Insofar as practicable, faculty member's schedules are to be arranged whenever requested to allow faculty members to attend classes at other institutions of higher education up to six (6) credits per quarter.

Effective with the winter quarter of the 1983-1984 academic year, faculty members holding unlimited appointments or 75% time appointments over the academic year shall be entitled to enrollment on a space available basis in courses at any Minnesota Community College without payment of tuition. Such enrollment shall not exceed eight (8) credits per academic quarter or summer session, nor a total of twenty-four (24) credits 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 credits within the limits above, with waiver of tuition only. "Space available" shall be interpreted to allow the faculty member, spouse, or dependent to register for classes through the normal registration process. However, individuals enrolled in a class under this provision shall not be included in the class tally count used in determining maximum class size.

Section 3. Attendance at Community College Functions. Faculty member attendance at all community college functions and activities shall be voluntary unless part of the faculty member's load.

Section 4. Liability. The Employer does not accept liability for personal property of faculty members 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 faculty members. 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 faculty member 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 XXIV

WRITTEN REPRIMAND, SUSPENSION, DISMISSAL FOR CAUSE

Disciplinary action may be imposed upon an faculty member for just cause. Disciplinary action or measure shall include only the following:

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the Association President or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member's personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member's personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member's personnel file 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 faculty member's personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the Association representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An Unlimited Faculty Member may be dismissed for just cause by the College President upon ten (10) calendar days advance written notice. The reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the Grievance Procedure. A faculty member dismissed for cause may

initiate the grievance at Step II. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article XXIV, such faculty member is considered to have waived the right to appeal as provided in this Contract.

Section 5. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the faculty member 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 XXV

PERSONNEL FILES

Each college shall maintain at the college one (1) official personnel file for each faculty member. Such file shall contain personnel transactions, official correspondence with the faculty member, disciplinary actions, and other data relevant to the faculty member's performance of duties. Unsigned letters, unsigned statements, or unsigned evaluations shall not be placed in this file. Only those Minnesota Community System employees or agents or other persons specifically authorized and whose job responsibilities require it, by law, shall have access to a faculty member's personnel file. Access shall also be provided to the faculty member as the subject of the private data and to other persons after presentation to the college of written authorization from the faculty member.

A faculty member shall have the right to place such material in his/her personnel file which he/she determines has a bearing on the faculty member's performance of his/her duties. Upon request of the faculty member, the college shall provide two (2) copies of the contents of the personnel file. Additional copies shall be provided at the cost of the faculty member.

Annually, any material which a faculty member requests be removed from his/her file shall, with the approval of the president, be removed. A faculty member shall, upon request, have data removed from the file which is more than two (2) years old, with the following three exceptions:

- 1) that which is required to be kept by law;
- 2) written reprimands which shall be removed after three years provided that no further discipline has been taken against the faculty member during the interim;
- 3) written records of suspension which shall be removed after five (5) years provided that no further discipline has been taken against the faculty member in the interim.

ARTICLE XXVI

GRIEVANCE PROCEDURE

Section 1. Complaints. Definition: A complaint is an informal claim by a faculty member, or group of faculty members 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 faculty member in the bargaining unit either with or without the Association grievance representative on the campus may orally present and discuss a complaint on behalf of any faculty member or group of faculty members with the community college officer involved to whom the faculty member or group of faculty members is responsible, and it shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal state 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 a faculty member 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 a faculty member 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 faculty member 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 faculty member 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 faculty member and the Association grievance representative on the campus in the individual faculty member 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 selection by a joint letter from the Employer and the State Association requesting that a time be set 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. The arbitrator shall consider and decide only the specific issue submitted 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. 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 the 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 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 faculty members.

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 XXVII

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 XXVIII

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 XXIX

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 reviewed.

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.

ARTICLE XXX

TERM OF CONTRACT

This Contract shall be effective on the 1st day of July, 1983, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through the 30th day of June, 1985. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than August 15, 1984, 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 witness whereof, the parties hereto have set their hands this _____
day of January, 1984.

FOR THE STATE OF MINNESOTA/MINNESOTA
STATE BOARD FOR COMMUNITY COLLEGES

Nina Rothchild, Commissioner
Department of Employee Relations

Lance Teachworth
State Labor Negotiator

Gerald Christenson, Chancellor
Minnesota Community College System

Craig M. Ayers
Assistant State Negotiator

Lynelle Wood
Labor Relations Representative

FOR THE MCCFA

James Durham

Cal Minke

Robert Tiplady

Gerry Peron

James Gabe

Wayne Moen

Robert Tonra

Memorandum of Agreement

WHEREAS the Minnesota State Board for Community Colleges has decided to consolidate Hibbing Community College, Itasca Community College, Mesabi Community College, Rainy River Community College and Vermillion Community College into one college, to be called Arrowhead Community College (A.C.C.), with the five named campuses in order to maintain and increase the educational services to the citizens in the northeastern region of Minnesota; and

WHEREAS the employment contract between the Minnesota Community College Faculty Association and the State of Minnesota uses the terms "campus" and "college" synonymously; and

WHEREAS it is the mutual desire and intent of the Association and the State to eliminate all confusion and ambiguity which could result from the application of contract language in this new multi-campus college; therefore

BE IT KNOWN that the Association and the State agree to the following application of contractual provisions.

Article VI

1. Exchange of Views (E.O.V.) will continue at the campus level for policies and decisions made at the campus level.
2. E.O.V. will take place at the A.C.C. level for policies and decisions made at the A.C.C. level.
 - a. The A.C.C. Association E.O.V. Committee will consist of two Association representatives from each campus certified by the State Association.
 - b. The Administrative E.O.V. Committee will consist of the A.C.C. President, the five campus Provosts and no more than four other representatives of the state certified by the Chancellor.
 - c. A.C.C. E.O.V. meetings will rotate among the five campuses and the A.C.C. shall provide either transportation or mileage reimbursement for the Association representatives.
 - d. All of the other provisions of Article VI concerning the E.O.V. process shall apply at both the campus and A.C.C. level.

Article VII

Association representatives will be certified by the State Association at the campus level except for the A.C.C. E.O.V. Committee which will be certified at the A.C.C. level.

Article IX

1. The academic calendar shall be determined at each campus following the process delineated in this article. The relevant committee shall be composed of the Campus Provost, the Association Chapter (campus) President and the campus Student Government President.

2. The summer school rotation list of faculty shall be established at each campus.

Article XII

1. Leaves of absence with pay shall be approved by the campus Provost or designee.
2. The 7% and 3% (rounded up to the next whole number) guarantee of sabbatical leaves shall apply at the campus level except that sabbatical leaves unused at the campus level shall be made available to A.C.C. faculty members at the other A.C.C. campuses by seniority.
3. Appeals on sabbatical applications shall be made directly to the Chancellor.

Article XIII

Leaves of absence without pay shall be approved by the campus Provost or designee.

Article XVII

Staff development funds shall be allocated and disbursed at the campus level except that any staff development funds not used at any of the five campuses shall revert to A.C.C. for use by the faculty on its other campuses within the same fiscal year.

Article XIX

1. In cases of multi-campus assignments, the faculty member shall have a designated "home campus."
2. A faculty member shall qualify for the right to claim vacant positions under Section 2B1b at the A.C.C. level.

Article XX

1. Work rules and regulations may be made at either the campus or the A.C.C. level, as appropriate, providing that all other relevant contractual provisions are followed.
2. Seniority shall accrue at the "home" campus level.

Article XXII

The "college closing" provisions shall be implemented at the campus level.

Article XXIII

Disciplinary actions involving faculty members shall be taken only by the campus Provost or designee.

Article XXIV

1. The complaint and Step 1 stages of the grievance process shall be implemented at the campus level for actions or decisions made at the campus level and at the A.C.C. level for actions or decisions are made.

2. Step 2 of the grievance procedure shall be processed for the employer by the Chancellor or designee.

AND BE IT FURTHER KNOWN that if, in the above, any provision of the contract which is germane to this reorganization has not been clarified, the Association and the State agree to attempt first to find a mutually agreeable interpretation of the provision before the grievance procedure is implemented. Grievance timelines shall not apply until either the Association or the State judges that agreement on interpretation cannot be reached, provided that, however, a written request for clarification has been made within twenty (20) working days after the first occurrence of the event giving rise to the request, or within twenty (20) working days after a faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the request.

In witness whereof, the parties hereto have set their hands this _____ day of _____, 1983.

FOR THE STATE OF MINNESOTA/MINNESOTA
STATE BOARD FOR COMMUNITY COLLEGES

FOR THE MCCFA

Nina Rothchild, Commissioner
Department of Employee Relations

James Durham

Lance Teachworth
State Labor Negotiator

Cal Minke

Gerald Christenson, Chancellor
Minnesota Community College System

Robert Tiplady

Craig M. Ayers
Assistant State Negotiator

Gerry Peron

Lynelle Wood
Labor Relations Representative

James Gabe

Wayne Moen

Robert Tonra

APPENDIX A

QUALIFICATIONS FOR CLAIMING PART-TIME POSITIONS

The requirements which appear below constitute minimum qualifications required of persons who wish to claim positions under Article XIX Section 2 B(2) of the Contract. All degrees and credits must be from graduate schools of recognized institutions of higher education.

Librarian

A Master's degree, with a major in library science.

Audio-Visual Specialist

A Master's degree, with at least twenty-three graduate quarter credits in audio-visual education.

Instructor in Liberal Arts and Sciences

A Master's degree with at least twenty-three graduate quarter credits which would apply to the assignment.

Instructor of Specialized Courses in an Associate Degree Technical Program

A baccalaureate degree with a major which would apply to the assignment, plus any additional requirements by licensure bodies or other agencies which have been accepted by the State Board for Community Colleges, plus three years (6000 hours) of work experience directly related to the assignment or two years (4000 hours) of work experience if the instructor has a graduate degree with a major which would apply to the assignment.

Instructor in a Vocational Certificate Program

As stated in the Minnesota Plan for Vocational Education, except that the human relations training required of public school teachers shall not be required.

Counselor

A Master's degree in counseling.

Financial Aids Officers

A Master's degree with at least 23 graduate quarter credits from among the areas of counseling, psychology, or student personnel.

Placement Officer

A Master's degree with at least 23 graduate quarter credits from among the areas of counseling, vocational education, personnel psychology, personnel administration or student personnel.

() Specialist

A Master's degree with at least 23 graduate quarter credits appropriate to the specialty, as determined by the Chancellor or designee at the time the position is established.

APPENDIX B

QUALIFICATIONS FOR ADDITIONAL ASSIGNED FIELDS

The requirements which appear below constitute minimum qualifications required for an additional assigned field as provided in Article XIXA, Section 2 of the Contract. All degrees and credits must be from graduate schools of recognized institutions of higher education.

Librarian

A Master's degree, with a major in library science.

Audio-Visual Specialist

A Master's degree, with at least twenty-three graduate quarter credits in audio-visual education.

Instructor in Liberal Arts and Sciences

A Master's degree with at least twenty-three graduate quarter credits which would apply to a major in the assigned field.

Instructor of Specialized Courses in an Associate Degree Technical Program

A baccalaureate degree with a major in the area of the assigned field, plus any additional requirements by licensure bodies or other agencies which have been accepted by the State Board for Community Colleges, plus three years (6000 hours) of work experience directly related to the assignment or two years (4000 hours) of work experience if the instructor has a graduate degree with a major in the area of the assigned field.

Instructor in a Vocational Certificate Program

As stated in the Minnesota Plan for Vocational Education, except that the human relations training required of public school teachers shall not be required.

Counselor

A Master's degree in counseling.

Financial Aids Officer

A Master's degree with at least twenty-three quarter credits from among the areas of counseling, psychology, or student personnel.

Placement Officer

A Master's degree with at least twenty-three quarter credits from among the areas of counseling, vocational education, personnel psychology, personnel administration or student personnel.

Specialist

A Master's degree with at least twenty-three quarter credits appropriate to the specialty, as determined by the Chancellor or designee at the time the position is established.

EMPLOYMENT CONTRACT
Between
MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES
and
MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION
1981-83

I N D E X

-A-

Absences
 see "Leaves of absence with
 pay" and "Leaves of absence
 without pay"
Academic calendar,
 duration of,
 establishment of,
Academic rights,
Access to information by
 Association,
Activity, non-uniform assignment,
Administration of contract,
Administrative committees, local,
 membership of,
Allowance
 staff development,
 travel,
Alternate calendar for instructors,
Appointments,
 hiring practices,
 types of,
Arbitration,
Arrowhead Community College
 Memorandum of Understanding,
 Memorandum of Agreement,
Assault,
 reporting of,
 role of president or dean in
 cases of,
Assigned field(s),
 change,
 credits,
 original,
Assignments
 independent study,
 non-uniform,
 other,
 student activity,
 unique,
 unit work to escluded staff,
Assistance, employee,
Association
 business transaction of,
 communications supplied to,
 deductions of membership dues,

-A- (Con't)

membership, right to choice,
officers, release time,
president, release time,
responsibility,
rights,
state meetings of,
use of college bulletin board,
use of college distribution
 service,
use of college facilities,
 see also "Committees,
 Association, local, Committees,
 Association, state, and
 Exchange of Views"
Athletic, credit equivalence,
Attendance
 class at other institutions,
 community college functions,

-B-

Bargaining process, protection of,
Bargaining representatives,
Bereavement leave,
Breaks in service
 temporary employees,

-C-

Calendar
 see also "Academic Calendar"
 academic calendar,
 alternate academic,
Cancellation of classes,
Certification
 of campus representatives,
 of state representatives,
Check distribution,
Citizenship rights,
Civil proceedings against employee,
Claiming vacant positions,
 procedures,
Class load
 see "Load"
Class schedules,
Class size,

-C- (Con't)

Classes, at other institutions,
 faculty,
Classes, combined,
Classes, consultation, summer session,
College closing,
Column placement,
 assigned fields,
 column change,
 documentation of,
 credits in assigned field,
 graduate credits,
 see also "Step placement"
Combined classes,
Committees, administrative, local
 membership of,
Committees, Association, local,
 agenda,
 alternative involvement system,
 areas of responsibility,
 authority,
 meetings,
 membership,
 number of,
 staff development system level,
Committees, Association, state,
Communications supplied to Association,
Complaint, definition of,
 procedures,
Complete agreement and waiver,
Confidentiality,
Consumable supplies, used by
 Association,
Contract Hours
 see "Load"
Continuing education units (CEU's),
Contract, administration of,
 equal application of,
 involvement of local association
 president,
Contract, term of,
Coordinators
 athletic,
 department,
 occupational program,
Counsel, legal for employees,
Counselors
 extra weeks assignments,
 other assignments,
 responsibility,
 teaching assignments,
Credits by examination units (CBE),

-C- (Con't)

Credit equivalencies
 activities,
 department coordinator,
 intern supervision,
 non-credit instruction,
 occupational program
 coordination,
 reasonable,
 student activity assignments,
 variance from,
Credits for work experience,
Credits, graduate,
Credits in assigned field,
Credits, instructors,

-D-

Deductions, Association,
Delegate assembly,
Dental insurance,
Departments and department coord.,
 appointment of coordinators,
 credit equivalence,
Overload pay,
released time,
selection of coordinators,
supervisory role of coord.,
Deviations, college calendar,
Disciplinary actions,
Dismissal for cause,
Distribution service, Association
 use of,
Dues, check off,
Duty days,

-E-

Early Retirement Incentive,
 benefit maintenance,
 health insurance,
 retirement,
 compensation,
 eligibility,
Elapsed time,
Embarrassment, employee, prevention of,
Employees, hours of work,
Employees, protection and assistance,
Employee's rights,
 see "Rights of employees"
Employer, definition of,
Equal application, contract,

-E- (Con't)

Equal opportunity
 association responsibility,
 employer responsibility,
Equated credits
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Evaluation, for salary placement
Exchange of views,
 in establishing departments,
 in establishing tasks of
 department coordinators,
 in regard to class size,
 items to be considered,
 lack of effort,
 reporting of,
Exchange status,
Exclusive bargaining representative
 exclusions from,
 members,
Expense allowance,
 automobile,
 commercial transportation,
 meal allowances,
 overnight travel,
 payment,
 special expenses,
Experience credit, faculty,
Extra weeks
 counselors work load during,
 for temporary employees,
 librarians work load during,
 rate of pay,
 working schedule,

-F-

Facilities, provisions by employer,
Facilities, use by Association,
Faculty
 classes at other institutions,
 exchange status,
 movement between colleges,
Fair share checkoff,

-G-

Graduate credit,
Grievance Procedure,
 arbitrators authority,
 column placement,
 defined,
 evidence,
 investigation of,
 procedure,
 time-limits,

-H-

Health insurance,
Hiring practice,
Holidays
 during summer session,
 listing of,
 no classes on,

-I-

Indemnity,
Independent study assignments,
 defined,
 overload pay,
Information, access to,
Instructors
 load,
 non-credit,
Insurance,
 dental,
 eligibility during early retirement,
 eligibility requirements,
 employees on layoff,
 employee-paid benefits,
 health,
 life,
 open enrollment,
 optional,
Intern supervision,

-L-

Layoffs,
 insurance coverage while on,
 severance pay,
Leaves of absence with pay,
 accounting for leave status,
 bereavement leave,
 communicating absence,
 leave benefits accumulation,
 legal leave,
 military leave,
 personal leave,
 pro-rata benefits,
 sabbatical leave,
 sick leave,
Leaves of absence without pay,
 benefits,
 military leave,
 other,
 parenthood leaves,
 religious holidays,
Legal counsel, in civil suit against
 employee,
Legal leave,

-L- (Con't)

Legislation and rule changes,
Liability, personal property of
employees,
Librarians
extra weeks assignments,
other assignments
responsibilities,
teaching assignments,
Life insurance,
Load
alternate calendar
class schedules,
class size,
contract hours,
counselors,
credits
daily elapsed time,
department coordinators,
independent study assignments,
instructors,
intern supervision,
librarians,
non-credit instruction
office hours,
other assignments,
preparations,
split assignments,
vocational certificate instructors,
Lock-outs,

-M-

Mailboxes, use of by Association,
Management rights,
Meet and confer,
Meet and negotiate,
Meeting space,
Membership, Association, right to
choice
Memorandum of Agreement,
Arrowhead Community College
Memorandum of Understanding
Arrowhead Community College,
Military leave,
Miscellaneous provisions,
Movement between colleges,
Music activities,

-N-

New positions, (inclusion or
exclusion from bargaining unit),
Non-credit instruction,
credit equivalencies,
in load computation,

-N- (Con't)

Non-discrimination
association responsibility for,
employer responsibility for,
Non-uniform assignments,

-O-

Occupational program coordination,
Other assignments,
Overload pay
defined,
for department coordinators,
for independent study assignments,
limit of,

-P-

Paraprofessionals
assignment
selection,
supervision,
Parenthood leave,
Pay
assessment of competencies,
extra weeks,
independent study assignments,
maximum for overload,
miscellaneous duties,
non-credit teaching,
temporary employees,
summer school,
Personal leave,
Physical examination,
Placement on salary schedule
see "Step placement and
Column placement"
Positions
change in status,
new to bargaining unit,
Preamble,
President, Association release time,
Probationary Appointment,
Procedure, adjustment of grievances,
Professional responsibilities,
Program coordinator
credit equivalencies,
occupational programs,
supervisory role,
Programs, Vocational certificate,
Promotions,
Pro-rata pay,
Protection
bargaining process,
employees,

-Q-

Quarters, two summer sessions
equivalent to,
Qualified faculty
extra weeks,
summer school,

-R-

Recognition,
Released time
association officers,
delegate assemblies,
president
Religious holidays,
representatives
association, local,
association, state,
certification,
employer, local,
employer, state,
Reprimand, dismissal for cause,
suspension,
grievability,
Resignation,
Responsibility
association,
professional,
Retirement (early incentive)
(See Early Retirement)
early, insurance eligibility
during,
severance pay,
Rights,
association,
managment
Rights of employees,
academic rights,
assigned field,
check distribution,
citizenship,
confidentiality,
delegate assemblies,
released time MCCFA president,
released time for association
officers,
seniority,
textbooks,
work rules,
Rotation, teaching summer session,
Rule changes,
Rules, employee work,

-S-

Sabbatical leave,
application for,
criteria for,
duration of,
pay for,
purposes of,
refusal of,
salary repayment,
Salary
deductions for Association
membership dues,
deductions for fair share,
maximum,
placement,
schedules,
Savings clause,
Schedules, class,
Scheduling, Activities,
Seniority, defined,
Separations,
Severance pay,
Sick leave,
during sabbatical leave,
Split assignments,
see also "Unique assignments"
Staff development,
cancellation of classes for,
college level,
system level,
travel allowance for,
State Association,
president, release time for,
Status change,
Strikes and lock-outs,
Student activity assignments
credit equivalencies,
Summer session,
determination of course offerings,
duration of,
teaching opportunities,
two summer sessions equal one
academic year quarter,
wages,
Step placement,
changes in,
full time teaching experience
credit for,
initial placement,
military service credit for,
temporary employees,
work experience credit for,
see also "Column Placement"

-S-

Supervision
interns,
paraprofessional,
Suspension,

-T-

Teaching, opportunities summer
session,
Temporary employees
appointments,
break in service,
contracts,
limitations of extra weeks,
pay,
step movement,
step placement,
Terms of contract,
Termination,
Textbooks,
Theater, activities,
Titles, new,
Transfers of employees,
Travel expenses,

-U-

Unclassified staff members,
assignment of unit work to,
Undergraduate credits,
Unique assignments,
Unlimited appointments,
Unit membership, defined,
Unit work, assigned to unclassified
staff,
Unrequested leave,
Use of facilities, by Association,

-V-

Vacancies, notification of,
Vocational certificate programs
instructor work load,
office hours,

-W-

Wages,
Waiver, complete agreement and,
Weather, inclement, Closing of
college for,
Work assignments,
Work load
see "Load"
Work rules, employee,
Work year and Work week,
Working hours, scheduling of,

-Y-

Year, work,

December 19, 1983

James Durham, President
MN Community College Faculty Association
41 Sherburne Avenue
St. Paul, MN 55103

Dear Jim:

The State of Minnesota/Minnesota State Board for Community Colleges and the Minnesota Community College Faculty Association agree that for faculty members on the payroll during the 1978-1979 academic year in order to provide an orderly transition and maintain quality of service to students upon retirement of a faculty member, if the faculty member chooses, shall serve three (3) days after the subsequent July 1 and no later than the subsequent September 30 where the faculty member is approaching ten (10), twenty (20), or thirty (30) years of service. The faculty members assignment shall be determined by the College President. Faculty members serving retirement transition days shall be paid at the substitute teacher's rate of pay (outside the bargaining unit).

It is the parties' understanding that the above provision shall become effective after the execution date of the 1983-1985 Collective Bargaining Agreement between the parties.

Sincerely,

Craig M. Ayers
Assistant State Negotiator

December 19, 1983

Mr. James Durham, President
Minnesota Community College Faculty Association
41 Sherburne Avenue
St. Paul, MN 55103

Dear Mr. Durham:

The Minnesota Community College Board staff will initiate and pursue efforts to resolve the withholding problem caused when summer session earnings are added to regular bi-weekly earnings for those employees on a 26 payment basis.

We will work through the Department of Finance which is the official employer in relationships with the Internal Revenue Service.

Very truly yours,

Donald J. Wujcik
Vice Chancellor

December 19, 1983

Mr. James Durham, President
Minnesota Community College Faculty Association
41 Sherburne Avenue
St. Paul, MN 55103

Dear Mr. Durham:

This letter is in confirmation of the Community College System's agreement for the 1983-85 contract period to allow members of the Minnesota Community College Faculty Association Board of Directors to use five (5) Fridays per academic year for the purpose of convening meetings of the Board of Directors. Individual faculty members must either re-arrange their schedules so that no class or duty time is missed, or must arrange coverage which does not result in any additional cost to the college.

Sincerely,

Joyce M. Wood
Personnel Manager

JMW:bmm

December 19, 1983

Mr. James Durham, President
Minnesota Community College Faculty Association
41 Sherburne Avenue
St. Paul, MN 55103

Dear Mr. Durham:

In response to concerns raised relative to the need for local association presidents and grievance representatives to have privacy when transacting association business over the telephone, please be assured that the community colleges will provide these individuals with access to a private telephone when they are conducting association business.

Sincerely,

Joyce M. Wood
Personnel Manager

JMW:bmm

December 19, 1983

Mr. James Durham, President
Minnesota Community College Faculty Association
41 Sherburne Avenue
St. Paul, MN 55103

Dear Mr. Durham:

This letter is to explain how Subdivision 2, Section 2, Article XVIII of the Agreement between the State and the MCCFA is to be implemented. The basic coverages for outpatient nervous and mental disorders and chemical dependency shall continue to consist of 80% reimbursement of the first \$750 per calendar year of outpatient charges for treatment of nervous and mental illness and payment for up to 130 hours of outpatient visits for chemical dependency treatment per calendar year.

Subsequent benefits for treatment of nervous and mental and chemical dependency conditions fall under the major medical provisions of the contract. After satisfying an annual deductible of \$100, the next \$5,000 in outpatient charges in the same calendar year shall be 80% reimbursed. All subsequent charges after reaching this \$1,000 annual cap on out-of-pocket costs for the employee for that calendar year shall be reimbursed at 100% up to the \$500,000 lifetime maximum of the policy.

If you have any questions on this, feel free to give me a call.

Sincerely,

Craig M. Ayers
Assistant State Negotiator

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF MINNESOTA
AND
MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION

This Memorandum of Understanding is made and entered into this 18th day of November, 1983, by and between the State of Minnesota, hereinafter referred to as the Employer and the Minnesota Community College Faculty Association, hereinafter referred to as the Association.

The parties hereby mutually agree to the following provisions defining the implementation of the number of days for the calendar for the 1983-1984 academic calendar as an interim agreement. These provisions shall be effective November 17, 1983 and shall remain in full force and effect until final agreement on the 1983-85 employment contract is reached and executed.

Except at those Community Colleges, that have used more than three (3) "duty days" at the time of the execution of this Memorandum of Understanding, the calendar for the 1983-1984 academic year shall include 168 days. However, if the College President and the Local Association mutually agree, the calendar for the 1983-1984 academic year may include 169 or 170 days. Faculty members shall receive no additional compensation for the additional day(s) in such cases. The calendar for the 1983-1984 academic year at those Community Colleges that have used more than three (3) "duty days" at the time of the execution of this Memorandum of Understanding shall include 169 days. Faculty members at such Community Colleges shall receive no additional compensation for the additional day.

For all Community Colleges, the calendar for the 1984-1985 and 1985-1986 academic year shall include 168 days.

It is the further understanding of the parties that any dispute regarding the terms or implementation of this interim agreement shall be subject to the grievance and arbitration provisions of Article XXIV of the 1981-83 employment contract.

In witness whereof, the parties hereto have set their hands this 18th day of November, 1983.

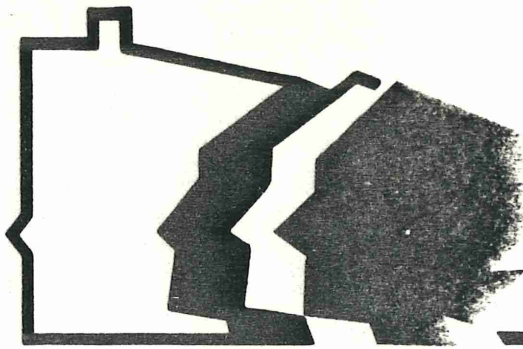
FOR THE ASSOCIATION

FOR THE STATE OF MINNESOTA

James Durham
President
Minnesota Community College Faculty
Association

Craig M. Ayers
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

2516

January 30, 1984

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
23E Capitol Building
St. Paul, Minnesota 55155

Dear Senator Nelson:

Please find enclosed the 1983-85 negotiated collective bargaining agreement between the State of Minnesota and the Minnesota State University Association of Administrative and Service Faculty/Teamsters Local 320. This contract covers all employees of state bargaining unit #11, State University Administrative.

The Agreement has been ratified by the members of the bargaining unit and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Also enclosed are summaries of the economic costs and the salary/fringe benefit provisions of the contract.

Thank you for your consideration of this Agreement.

Sincerely,

A handwritten signature in black ink, which appears to read "Lance Teachworth". The signature is written in a cursive, flowing style.

Lance Teachworth
State Labor Negotiator

cc: Commission Members

SUMMARY OF
SALARY AND BENEFIT PROVISIONS OF
AGREEMENT WITH
MINNESOTA STATE UNIVERSITY ASSOCIATION OF
ADMINISTRATIVE AND SERVICE FACULTY/TEAMSTERS LOCAL 320

Salary

- | | |
|--------|--|
| 1/1/84 | <ul style="list-style-type: none">- Added one step to salary schedule.- Increased schedule 4% across-the-board.- Continued step progression system. |
| 7/1/84 | <ul style="list-style-type: none">- Added one step to salary schedule.- Increased schedule 1.5% across-the-board.- Make salary schedule step equity adjustments.- Continued progression system. |

Insurance and Benefits

Continued existing insurance benefits and deductibles, except that outpatient nervous, mental and chemical dependency treatment was changed as follows:

<u>Old Plan</u>	<u>New Plan</u>
Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime.	Same reimbursement schedule, but employee must incur \$1,000 out-of-pocket expenses <u>per year</u> before receiving 100% reimbursement.
100% reimbursement for all charges after \$1,000 lifetime out-of-pocket.	

State will continue to pay employee insurance premium up to the Blue Cross/Blue Shield premium. Employees must pay the difference for higher priced carriers.

Provided for two other cost containment plans within BC/BS plan:

- a) Hospital Aware. Metropolitan area preferred hospital plan
- b) Physician's Aware. A preferred provided plan covering physicians.

Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).

Dental insurance: no changes, state continues to pay premium for employee coverage and one-half the dependent premium, not to exceed the Delta Dental rate.

I. Bargaining unit composition:

Unit 11 -- State University Administrative

II. Exclusive Representative:

Minnesota State University Association of Administrative and
Service Faculty, affiliated with Teamsters Local 320

III. Fiscal Analysis:

<u>Cost Items</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$10,138,800	\$ 789,868
FICA & Retirement	1,496,800	116,667
Insurance	<u>676,000</u>	<u>110,293</u>
Total	\$12,311,600	\$1,016,828

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, 1985

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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, 80-PR-1257-A, dated June 16, 1980, and 83-PR-1220-A, dated September 9, 1983.

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. Dues. 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. Fair Share. 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. Indemnification. 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, campus or system reorganization which directly affects the terms and conditions of employment of any member(s) of the bargaining unit, 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 I. Such assignments shall continue for the duration of this Agreement unless reassigned pursuant to Subd. 3 of this Section, and shall be in accordance with the following.

<u>Range</u>	<u>Points</u>
1	up to 399
2	400 -- 499
3	500 -- 599
4	600 -- 699
5	700 -- 799
6	800 and up

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, to the Campus Association President to examine the evaluation

instrument and to discuss with the President or his/her designee the evaluation of the employee's 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. The effective date of the reassignment to a different salary range shall be the date the appropriate Vice President made a formal written recommendation for re-evaluation of the position.

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. 1983-84 Salaries. The fiscal year 1984 base salaries of bargaining unit employees shall be adjusted as shown below. Such adjustments shall be retroactive to January 1, 1984, for all employees employed as of that date; for employees hired subsequent to January 1, 1984, increases will be retroactive to the date of hire.

Subd. 1. The salary step placement within each range for employees who were employed in fiscal year 1983 and who returned in fiscal year 1984 shall be increased one (1) step, retroactive to January 1, 1984.

Subd. 2. All employees shall then have their salaries adjusted as shown below.

<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	\$11,363	\$12,750	\$16,225	\$19,700	\$22,480	\$27,343
1	11,769	13,330	16,841	20,379	23,050	28,331
2	12,175	13,909	17,456	21,058	24,555	29,320
3	12,580	14,489	18,072	21,737	25,592	30,309
4	12,985	15,069	18,688	22,418	26,630	31,297
5	13,391	15,647	19,302	23,119	27,668	32,286
6	13,797	16,226	19,918	23,778	28,705	33,275
7	14,203	16,806	20,535	24,458	29,743	34,262
8	14,609	17,386	21,150	25,137	30,780	35,251
9	15,014	17,965	21,765	25,817	31,819	36,240
10	15,420	18,544	22,381	26,496	32,856	37,228
11	15,826	19,124	22,996	27,176	33,893	38,218
12	16,225	19,700	23,607	27,855	34,934	39,200
13	16,713	20,290	24,314	28,692	35,982	40,376
14	17,215	20,899	25,043	29,553	37,062	41,587

Section C. Salaries for 1984-85. Effective with the beginning of the first full payroll period in fiscal year 1985, 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 1984 and who return in fiscal year 1985 shall be increased one (1) step.

Subd. 2. All employees shall then have their salaries adjusted as shown below.

<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	\$11,533	\$12,942	\$16,468	\$19,995	\$22,817	\$27,753
1	11,945	13,530	17,093	20,684	23,395	28,756
2	12,358	14,118	17,718	21,374	24,924	29,759
3	12,769	14,707	18,343	22,063	25,976	30,763
4	13,180	15,295	18,968	22,755	27,030	31,766
5	13,592	15,882	19,592	23,466	28,083	32,770
6	14,004	16,469	20,217	24,170	29,136	33,774
7	14,416	17,058	20,843	24,895	30,189	34,787
8	14,828	17,646	21,468	25,642	31,226	35,831
9	15,240	18,234	22,112	26,411	32,299	36,906
10	15,651	18,822	22,775	27,204	33,408	38,013
11	16,063	19,410	23,458	28,020	34,556	39,153
12	16,468	19,995	24,162	28,860	35,743	40,328
13	16,963	20,595	24,887	29,726	36,971	41,538
14	17,473	21,212	25,634	30,618	38,240	42,784
15	17,998	21,849	26,403	31,536	39,554	44,067

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, 1985,

employees shall be compensated pursuant to the effective salary as of June 30, 1985, 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. When such additional assignments involve classroom teaching, compensation shall be at the rate of \$350 per credit hour.

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

Section 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 & 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

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

Section C. Employer Contribution for Health Insurance. From the effective date of this Agreement through October 4, 1983, the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the monthly premium of the carrier covering the employee toward the cost of employee health coverage.

Effective October 5, 1983, 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, fee for service health plan, Preferred Provider Organization, or any other plan offered by the Employer. Effective October 5, 1983, the major medical benefits under the fee for service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

1. The medical/surgical benefit shall pay ninety percent (90%) of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
2. After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for out-patient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
3. In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section C herein when employees or dependents

are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.

4. As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement the plan.
5. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
6. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

Section D. Employer Contribution for Dental Insurance. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the monthly premium of the dental carrier covering the employee toward the cost for employee coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of one-half ($\frac{1}{2}$) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section E. Optional Insurance. Up to \$105,000 additional life insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half ($\frac{1}{2}$) 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 State group premium rate, at the employee's expense in the group hospital, medical, and dental benefits 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, 1983, 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 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 lay off. Such employees shall have the option to continue to participate in the group insurance programs for an additional twelve months at their own expense at the group premium rates.

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

There shall be an open enrollment period for the coverages provided under Section D above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before February 1, 1984.

Section J. Eligibility for Employer Paid Benefits. 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 date state life insurance benefits increase except that an employee who is on a paid leave of absence 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 each 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 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.

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 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. Permanent and probationary employees who have fewer than twenty (20) years of service in the State University System shall receive severance pay upon death, mandatory retirement, permanent layoff or receipt of separation incentive. Employees on temporary appointments with more than five (5) years of consecutive full-time equivalent service shall receive severance pay upon death or mandatory retirement.

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 prorated 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 permanent 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 separation incentive.

Subd. 2. Compensation. An eligible employee who elects early separation through resignation or early retirement 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 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.

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day*
Thanksgiving Day
The Friday after Thanksgiving
Christmas Day
The work day immediately preceding Christmas Day
Presidents' Day*

*The President may, after meeting and conferring with the 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

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, for six (6) months at 2/3 pay, or for any longer period up to eleven (11) 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 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. 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.

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. Employees 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 eight (8) credit hours per academic quarter, or summer session, nor twenty-four (24) credit hours per year. The right to waiver of tuition may be applied on a proportional basis to courses of more than eight (8) credits. In the event the employee does not exercise this right, the faculty member's spouse or dependent children shall be eligible to take courses within the limits established above, with waiver of tuition only.

Section J. Professional Improvement Funds.

Subd. 1. A Systemwide total of thirty-five thousand dollars (\$35,000) 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. Each employee shall be evaluated annually in accordance with these procedures.

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 provisions 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 three (3) months in advance of termination during the first two (2) years of employment, at least six (6) calendar months in advance of termination thereafter, and employees with permanent status shall receive at least nine (9) calendar months advance notice. Permanent employees who are at least 60 years of age with at least 25 years of service shall receive 24 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 President.

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 E. 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 a 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 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 1985.

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 any 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 _____,
198_.

IN WITNESS WHEREOF, the parties
hereto have set their hands this
_____ day of _____,
198_.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Memorandum of Agreement
Between
Minnesota State University Board
And
Minnesota State University Association of
Administrative and Service Faculty

The parties to this Agreement agree to implement the following procedure governing the selection of employees to serve on meet and confer committees as provided in Article VII of the 1983-85 Agreement between the parties. The parties also agree that such procedure shall remain in effect pending final disposition of the lawsuit between Leon W. Knight, et al, (Plaintiffs), v. Minnesota Community College Faculty Association, et al, (Defendants) or until the parties to this Agreement mutually agree to revise the procedure.

The selection of meet and confer committees at each university and at the Statewide level shall be by an election conducted by the MSUAASF, subject to the following conditions.

1. The State meet and confer committee shall consist of no more than eight employees who shall be elected for terms of _____ years each. The university meet and confer committees shall consist of no more than nine employees who shall be elected for terms of _____ years each.
2. The Employer shall provide to the MSUAASF and the Campus Association a list of all eligible voters, who are defined as members of the bargaining unit.
3. Any employee who is a member of the bargaining unit may nominate himself/herself or any other member(s) of the bargaining unit to serve on any meet and confer committee, and shall be an eligible voter.

4. Each eligible voter shall be allowed to vote for as many candidates as he/she chooses, up to the number of members to be elected to the committee. The voter may place no more than one vote for any particular candidate.
5. The members of each meet and confer committee shall elect their own chairperson from among the committee membership.
6. Replacement of any vacant position shall be made by election in accordance with items 2 to 4 above.

FOR THE SUB:

FOR THE MSUAASF:

DATED: _____

DATED: _____

SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT
WITH
MINNESOTA GOVERNMENT ENGINEERS COUNCIL (MGEC)

SALARY

General Wage Adjustment

7/1/83: 4.25% across-the-board.
7/1/84: 4.25% across-the-board.

Other

- Increased Shift Differential from 30 cents an hour to 35 cents an hour.
- Provided inequity adjustment for two classes.
- Maintained current progression and changed achievement award system to one-time, non-recurring awards.

INSURANCE AND BENEFITS

- Changed eligibility for state-paid insurance so that employees working between 50%-75% time receive one-half of state's insurance premium contribution.
- Continued existing insurance benefits and deductibles, except that outpatient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

New Plan

- | | |
|--|---|
| <p>-Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime</p> <p>-100% reimbursement for all charges after \$1,000 lifetime out-of-pocket</p> | <p>Same reimbursement schedule, but employees must incur \$1,000 out-of-pocket expenses <u>per year</u> before receiving 100% reimbursement</p> |
|--|---|
- State will continue to pay employee insurance premium up to the Blue Cross/Blue Shield premium, and 90% of the BC/BS premium for dependent coverage. Employees must pay the difference for higher priced carriers.
 - Provided for two other cost containment plans within BC/BS plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan.
 - b) Physician's Aware. A preferred provided plan covering physicians.

- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).
- Added additional categories of state paid term life insurance of:
 - 1) \$30,000 for employees earning \$30,001 to \$35,000 per year
 - 2) \$40,000 for employees earning over \$35,000 per year
- Dental insurance: no changes, state continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.
- Added two additional vacation accrual rates:
 - 1) Employees with 25-30 years of service -- increased accrual from 8 hours to 8½ hours per pay period
 - 2) Employees with more than 30 years of service -- increased accrual from 8 hours to 9 hours per pay period
- Increased vacation accrual cap from 240 hours to 260 hours.
- Relocation expenses:
 - 1) Allowed the Appointing Authority discretion to pay realtor fees of up to 7% (increased from 6%)
 - 2) Increased miscellaneous expenses on relocation from \$350 to \$550.

Department of Employee Relations, 8/22/83.

I. Bargaining Unit Composition: Unit 12 - Professional Engineers

II. Exclusive Representative: Minnesota Government Engineers Council

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$43,183,222	\$3,188,898
FICA + Retirement	5,235,582	501,532
Insurance	<u>2,297,226</u>	<u>229,260</u>
TOTAL	\$50,716,030	\$3,919,690

AGREEMENT
BETWEEN THE
STATE OF MINNESOTA
AND THE
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

July 1, 1983 through June 30, 1985

PREAMBLE

This Agreement, made and entered into this ____ day of August, 1983 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Government Engineers Council, hereinafter referred to as the Council, has as its purpose the promotion of harmonious relations between the Employer, the Council, and the employees covered by this Agreement; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption to efficient operations of the agencies, and for the establishment of a full and complete understanding relative to conditions of employment that are within the control of the Employer.

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

ARTICLE I

COUNCIL RECOGNITION

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

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

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

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

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

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

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

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

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

Section 7. On-Call. Employees who have been scheduled to be in an "on-call" status are not required to remain in a fixed location but are required to leave word where they can be reached. Employees in the on-call status who are called to work will use a state vehicle, or use their own vehicle and be reimbursed mileage for driving to and from their work station and their home. An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off-duty period.

An employee who is instructed in writing to remain in an on-call status shall be compensated for such time on the basis of twenty-four (24) dollars for a twenty-four hour period or part thereof.

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

Employees in the Department of Health who volunteer to carry paging devices and be on-call to respond to nuclear emergencies shall be compensated at a flat rate of \$50.00 per week of assigned on-call duty.

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

ARTICLE VII

HOLIDAYS

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.

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

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:

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

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

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

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

ARTICLE VIII

VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.

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

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

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

For purposes of determining changes in an employee's accrual rate, Length of Service Requirement shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one full payroll period in duration. This method shall not be used to change any Length of Service Requirements determined prior to July 9, 1975.

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

LENGTH OF SERVICE REQUIREMENT

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

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

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

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

Employees may accumulate unused vacation leave to a maximum of two hundred sixty (260) 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.

ARTICLE IX

SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.

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

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

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

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

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

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

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

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

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

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

Employees using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Appointing Authority when the Appointing Authority has reasonable cause to believe that an employee has abused or is abusing sick leave.

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

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

Section 4. Requests. Whenever practicable, employees shall submit written requests for sick leave, on forms furnished by the Appointing Authority, in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond promptly and shall answer all written requests.

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

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

ARTICLE X

LEAVES OF ABSENCE

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

Section 2. Paid Leaves of Absence.

A. Bereavement Leave: The use of a reasonable period of sick leave shall be granted in cases of death of the spouse or parents of the spouse, or the parents, grandparents, guardian, children, brothers, sisters, or wards of the employee.

- B. Court Appearance Leave: Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular pay less the fee received, exclusive of expenses, for serving as a witness, as required by the court.
- C. Educational Leave: Leave shall be granted for educational purposes if such education is required by the Appointing Authority.
- D. Jury Duty Leave: Leave shall be granted for service upon a jury. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- E. Military Leave: Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.
- F. Voting Time Leave: Any employee who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.
- G. Emergency Leave: An Appointing Authority, after consultation with the Commissioner of Public Safety, may excuse employees from duty with full pay in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals.

Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Employee Relations authorizes a longer duration.

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

Section 3. Unpaid Leaves of Absence.

- A. Unclassified Service Leave: Leave may be granted to any classified employee to accept a position in the unclassified service of the State of Minnesota.
- B. Educational Leave: Leave may be granted to any employee for educational purposes.

- C. Disability Leave: Leave of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the employee, such leave may be extended. An Appointing Authority may require appropriate medical documentation of the illness, injuries or disability.

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

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

- D. Military Leave: Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.
- E. Personal Leave: Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- F. Precinct Caucus or Convention: Upon fourteen (14) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- G. Maternity/Paternity/Adoption Leave: A maternity/paternity or adoption leave of absence shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to six (6) months, provided however that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- H. Council Leave: Any elected or appointed officer of the Council may take a leave of absence up to six (6) months to work on Council business, provided however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- I. Other Governmental Agency Work: Effective July 1, 1983, an employee may be granted a leave of absence by the Appointing Authority for the purposes of accepting employment with any city, county or other governmental agency for a period not to exceed two (2) years.

Indefinite leaves in existence on July 1, 1981, pursuant to M.S. 163.07 shall continue indefinitely under the following conditions:

1. An employee may return from such leave only if a vacancy exists in the Minnesota Department of Transportation in the job classification from which the leave was granted. This limitation shall not be interpreted to limit in any way the availability and the application of M.S. 163.07, subdivision 4 and 5, relating to Civil Service classification and promotional examination eligibility for persons holding engineering positions in other governmental units.
 2. Employees on leave shall not accrue any seniority, and their leave shall constitute a break in their "continuous service" for purposes of layoff and recall, and a break in their "length of service" for purposes of vacation accrual. For purposes of eligibility for severance pay their leave shall not constitute a break in their "continuous service."
- J. Non-Governmental Employment Leave: A leave of absence without pay for up to one (1) year may be granted at the discretion of the Appointing Authority for the purpose of accepting a position with an employer who is not a governmental agency. An additional year of leave may be granted upon the mutual agreement of the employee and the Appointing Authority. Employees granted such leave shall not be permitted to bump an existing employee and may return from such leave only if a vacancy exists in the agency in the job class from which the leave was granted.

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

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

Section 5. Reinstatement after Leave. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in a position in his/her former classification and seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to the agreed upon termination date of their intention to return from leave. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.

ARTICLE XI

VACANCIES, RECLASSIFICATION, FILLING OF POSITIONS, PROMOTIONAL RATINGS

Section 1. Definitions.

- A. Vacancy. A vacancy is defined as a permanent position in the classified service which an Appointing Authority determines to fill. Also, a vacancy is not created by reallocation, unless the incumbent fails to qualify for appointment to the new class. Before an employee is reassigned to a different position with significantly different job duties, that position shall first be posted pursuant to Section 2, except when the reassignment is to avoid a layoff. Where no vacancy exists, the Appointing Authority may reassign on a permanent basis employees to other positions within the same classification and District, Office, Division or Bureau to accomplish staffing objectives.
- B. Reclassification. Reclassification means changing the allocation of a position to a higher, lower or equivalent class.
- C. Reallocation. Reallocation means a reclassification (the changing of the allocation of a position to a higher, lower, or equivalent class) resulting from significant changes over a period of time in the duties and responsibilities of the position.
- D. Change in Allocation. Change in allocation means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.

Section 2. Job Posting. Whenever a vacancy occurs, it shall be posted within the Appointing Authority for 10 working days 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 and may include notice that employees in other classes may express an interest in the position. However, if such an employee is selected, the employee must be qualified for the classification posted or the Employer must determine that the position can be restructured and the position classification changed in accordance with appropriate statutes and administrative procedures. 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 until the effective date of the probationary appointment.

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

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.

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

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

- D. Employees of the Department of Natural Resources who have served at least four (4) continuous years in an unclassified position in the Department and who are appointed to the same classification in the classified service shall have all continuous service in the classification in the department credited toward classification and department seniority. The crediting of unclassified service shall not be granted until such time as the employee is appointed to the classified service.
- E. Continuous Service. "Continuous Service" shall commence on the date an employee begins to serve a probationary period. It is interrupted only by resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff or retirement.
- F. Seniority Unit. "Seniority Unit" is defined as the Appointing Authority except for Mn/DOT where seniority units shall be as follows:

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

G. Layoff. "Layoff" is defined as an interruption in employment in excess of ten (10) consecutive working days. An Appointing Authority may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the employee's service.

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

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

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

When two or more employees have the same Classification Seniority dates, seniority positions shall be determined by total Appointing Authority Seniority. If a tie still exists, seniority shall be determined by total State Seniority. 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. Out-of-Order Seniority Layoff. Upon the request of a more senior employee and with the approval of the Appointing Authority, a more senior employee in the same class may be laid off out of seniority order.

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

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

Section 7. Layoff Lists. The names of employees who have been laid off or demoted in lieu of layoff, shall be placed on a layoff list for the seniority unit, classification and employment condition from which they were laid off or demoted in lieu of layoff in order of Classification Seniority. Names shall be retained on the layoff list for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of eight (8) years.

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

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

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

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

Section 10. 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.

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 personnel record.

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

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

The contents of an employees personnel office record shall be disclosed to the employee upon request and to the employee's Council representative upon the written request of the employee. In the event a grievance is initiated under

Article XV, the Appointing Authority shall provide a copy of any items from the employee's personnel office records upon the written request of the employee, provided the Council pays for the copies.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their personnel office record and shall be entitled to have the employee's written response included therein. Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel file.

ARTICLE XV

GRIEVANCE PROCEDURE

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

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

the grievance remains unresolved after this meeting, the written answer of the immediate supervisor (or other designated representative of the Appointing Authority) to the grievance shall be given to the Council Representative within ten (10) working days of this meeting. The Council shall appeal the grievance to Step 2 within ten (10) working days of the receipt of the answer of the immediate supervisor (or other designated representative of the Appointing Authority) or the grievance shall be considered waived.

STEP 2. Within ten (10) working days after receiving the Council's appeal, the Appointing Authority or designee and the appropriate Council Representative, with or without the employee, shall meet to attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Appointing Authority or designee shall give his/her written answer to the Council Representative within ten (10) working days following this meeting. The Council may refer the grievance in writing to Step 3 within ten (10) working days after receipt of the Appointing Authority's or designee's written answer. Any grievances not so appealed to the next step shall be considered waived.

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

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

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

Section 2. Arbitrator's Authority.

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

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

Section 4. Processing Grievances. The Council Representative involved and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor which shall not be unreasonably withheld. The Council Representative and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to investigate and to present the employee's grievance to the Appointing Authority.

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

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

ARTICLE XVI

JOB SAFETY

Section 1. General. It shall be the policy of the Appointing Authority to provide for the safety of its employees by providing safe working conditions, safe work areas, and safe work methods. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section 2. Employee Safety.

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

Section 3. Safety Committee. The Council shall be given the opportunity to have an employee on all safety committees established by the Appointing Authority.

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

ARTICLE XVII

WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix B. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such classes shall be established by the Department of Employee Relations which will advise the Council in advance of final establishment. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan.

Section 2. General Wage Adjustment. Effective July 1, 1983 salary ranges for employees covered by this Agreement shall incorporate a 4.25% across-the-board salary increase. Effective July 1, 1984 salary ranges for employees covered by this Agreement shall incorporate a 4.25% salary increase.

Section 3. Conversion. Effective July 1, 1983 and July 1, 1984, all employees shall be advanced in salary from their rate of pay and step in the salary range to which their salary range is assigned immediately preceding that date to the comparable step in the new salary range for their class, or the new minimum rate of pay for the class, whichever rate is greater. Compensation grids showing ranges and steps are found in Appendix C and D.

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

Section 4. Inequity Adjustments. Two steps shall be added to the Graduate Engineer 1 range (from five (5) to seven (7) steps). Two steps shall be added to the Land Surveyor 1 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, 1983 shall advance to the next step on July 1, 1983.

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

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

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

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

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

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

Section 6. Achievement Awards. At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year in a lump sum amount equal to four (4) percent of the employee's current annual salary not to exceed \$1,400. 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 7. Salary Upon Class Change.

A. Promotion.

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

B. Voluntary Transfer.

An employee who transfers within the same class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary within the range of the new class. However, an employee may continue to receive a rate of pay in excess of the maximum with the approval of the Appointing Authority.

C. Salary on Demotion.

1. Demotion for Cause.

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

2. Demotion Other Than for Cause.

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

Section 9. Shift Differential. Effective July 1, 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 (\$0.35) per hour for all hours worked on that shift. Such shift differential shall be in

addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

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

Section 10. Work Out of Class. When an employee is expressly assigned to perform all of the duties of a position allocated to a different class that is temporarily unoccupied for reasons other than one of the following:

- 1) Vacation; or,
- 2) Short periods of sick leave; or,
- 3) The time required, to a maximum of four (4) weeks, for the posting, bidding, and job filling process;

and the work out of class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or four percent higher than the employee's current salary, whichever is greater.

Section 11. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hours maximum. In addition, the employee shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed five years from termination of employment. In the event that a terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

ARTICLE XVIII

INSURANCE

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

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

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time.

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

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

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

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

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

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

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the employee toward the cost of employee health coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent, toward the cost of dependent health coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations, a fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. A brief description of the currently offered health plans is contained in Appendix E. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement the plan.
- 5) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

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

Section 5. Employer Contribution for Dental Insurance.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

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

<u>Employee's Annual 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
\$25,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$35,000	\$35,000	\$35,000
over \$35,000	\$40,000	\$40,000

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

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

A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.

B. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.

- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the employee's salary, commencing on the 181st day of total disability.
- D. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

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

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

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

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverage shall become effective on October 5, 1983.

ARTICLE XIX

EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty seven (27) cents per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, the Appointing Authority or designee shall authorize that mileage be paid at the rate of twenty one (21) cents per mile on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. The higher rate may be paid if the use of the motor pool vehicle would have resulted in a greater cost to the state than the reimbursement for the personal car rate or shall be paid if an employee requires a vehicle with hand controls or other adaptive driving devices, or if the vehicle must be large enough to 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 forty (40) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level changing device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at the rate of thirteen (13) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty three (43) cents per mile and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

Section 3. Commercial Transportation. When an employee is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of an Appointing Authority, the employee shall be reimbursed for the actual expenses of the mode 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:

Breakfast	\$ 5.50
Lunch	\$ 6.50
Dinner	\$11.00

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

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

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

Section 6. Personal Expenses. Personal expenses for purposes of this Article are defined as dry cleaning, laundry, and baggage handling. Employees continuing in a travel status in excess of one week who do not return home during that week may claim reimbursement not to exceed \$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 twelve (12) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. 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 seven (7) percent of the sale price of the employee's domicile shall be paid at the discretion of the Appointing Authority.
- C. Moving Expenses. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$550.00 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 1983-85 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 73rd, 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 1st day of July, 1983, and shall remain in full force and effect through the 30th day of June, 1985. It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than November 15 of even numbered years that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

In witness whereof, the parties hereto have set their hands as the full and complete Agreement between the parties for the duration specified this 16th day of August, 1983.

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

**PERSONNEL TRANSACTIONS
FOR BARGAINING UNIT #12 (MGEC)**

[illegible]DELETION
CODE*

TITLE

DATE _____

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

1G	Graduate Engineer 1
4G	Graduate Engineer 2 Land Surveyor 1
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

Unit 212 MGEC Engineers
Series E Ranges 1-13
Effective 7/1/83-6/30/84

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

Unit 212 MGEC Engineers
Series E Ranges 1-13
Effective 7/1/84-6/30/85

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	
E	1	YR	22,049	22,822	23,594	24,430	25,265	26,163	27,123	28,104	29,128	30,192	1
		MO	1837	1902	1966	2036	2105	2180	2260	2342	2427	2516	
		HR	10.56	10.93	11.30	11.70	12.10	12.53	12.99	13.46	13.95	14.46	
E	2	YR	22,822	23,594	24,430	25,265	26,163	27,123	28,104	29,128	30,192	31,278	2
		MO	1902	1966	2036	2105	2180	2260	2342	2427	2516	2607	
		HR	10.93	11.30	11.70	12.10	12.53	12.99	13.46	13.95	14.46	14.98	
E	3	YR	23,594	24,430	25,265	26,163	27,123	28,104	29,128	30,192	31,278	32,427	3
		MO	1966	2036	2105	2180	2260	2342	2427	2516	2607	2702	
		HR	11.30	11.70	12.10	12.53	12.99	13.46	13.95	14.46	14.98	15.53	
E	4	YR	24,430	25,265	26,163	27,123	28,104	29,128	30,192	31,278	32,427	33,596	4
		MO	2036	2105	2180	2260	2342	2427	2516	2607	2702	2800	
		HR	11.70	12.10	12.53	12.99	13.46	13.95	14.46	14.98	15.53	16.09	
E	5	YR	25,265	26,163	27,123	28,104	29,128	30,192	31,278	32,427	33,596	34,828	5
		MO	2105	2180	2260	2342	2427	2516	2607	2702	2800	2902	
		HR	12.10	12.53	12.99	13.46	13.95	14.46	14.98	15.53	16.09	16.68	
E	6	YR	26,163	27,123	28,104	29,128	30,192	31,278	32,427	33,596	34,828	36,018	6
		MO	2180	2260	2342	2427	2516	2607	2702	2800	2902	3002	
		HR	12.53	12.99	13.46	13.95	14.46	14.98	15.53	16.09	16.68	17.25	
E	7	YR	27,123	28,104	29,128	30,192	31,278	32,427	33,596	34,828	36,018	37,459	7
		MO	2260	2342	2427	2516	2607	2702	2800	2902	3002	3122	
		HR	12.99	13.46	13.95	14.46	14.98	15.53	16.09	16.68	17.25	17.94	
E	8	YR	28,104	29,128	30,192	31,278	32,427	33,596	34,828	36,018	37,459	38,837	8
		MO	2342	2427	2516	2607	2702	2800	2902	3002	3122	3236	
		HR	13.46	13.95	14.46	14.98	15.53	16.09	16.68	17.25	17.94	18.60	
E	9	YR	29,128	30,192	31,278	32,427	33,596	34,828	36,018	37,459	38,837	40,278	9
		MO	2427	2516	2607	2702	2800	2902	3002	3122	3236	3356	
		HR	13.95	14.46	14.98	15.53	16.09	16.68	17.25	17.94	18.60	19.29	
E	10	YR	30,192	31,278	32,427	33,596	34,828	36,018	37,459	38,837	40,278	41,823	10
		MO	2516	2607	2702	2800	2902	3002	3122	3236	3356	3485	
		HR	14.46	14.98	15.53	16.09	16.68	17.25	17.94	18.60	19.29	20.03	
E	11	YR	31,278	32,427	33,596	34,828	36,018	37,459	38,837	40,278	41,823	42,263	11
		MO	2607	2702	2800	2902	3002	3122	3236	3356	3485	3605	
		HR	14.98	15.53	16.09	16.68	17.25	17.94	18.60	19.29	20.03	20.72	
E	12	YR	32,427	33,596	34,828	36,018	37,459	38,837	40,278	41,823	42,263	44,767	12
		MO	2702	2800	2902	3002	3122	3236	3356	3485	3605	3731	
		HR	15.53	16.09	16.68	17.25	17.94	18.60	19.29	20.03	20.72	21.44	
E	13	YR	33,596	34,828	36,018	37,459	38,837	40,278	41,823	42,263	44,767	46,416	13
		MO	2800	2902	3002	3122	3236	3356	3485	3605	3731	3868	
		HR	16.09	16.68	17.25	17.94	18.60	19.29	20.03	20.72	21.44	22.23	
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 - INSURANCE

Employee Group Life & Health Care Program STATE OF MINNESOTA October 5, 1983

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

* * * * *

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

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

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

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

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

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

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

APPENDIX E (cont.)

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

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

**Employee Group Life &
Health Care Program**

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
	(In-patient and clinical)	
	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
---------------------	--

OUT PATIENT EMERGENCY	100% coverage
-----------------------	---------------

PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 30 day supply. Drugs available at CMGHP medical center or participating pharmacies.
----------------------	--

EYE GLASSES	Available at reduced cost at participating optical stores.
-------------	--

MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
----------------------------	--

OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
------------	--

CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
----------------------------------	--

OUTPATIENT	Covered under out-patient mental health.
------------	--

SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
-----------------------	---

OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
----------------------	--

DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
-------------	--

PRE-EXISTING CONDITIONS	No restrictions.
-------------------------	------------------

CONVERSION PLAN	CMGHP provides conversion to a self pay CMGHP membership.
-----------------	---

**COORDINATED HEALTH
CARE**

**GROUP HEALTH ASSN.
OF SE 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 in semi-private room for unlimited days.
100% covered
100% covered
100% covered

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

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

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

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

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians offices. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

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

Full plan level of benefits if in plan service area.

GROUP HEALTH PLAN
INC.

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

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

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

Member pays \$2 per prescription at HMO participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMO participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMO physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

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 coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMO physician.

No restrictions.

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

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

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

**MEDCENTER HEALTH
PLAN**

**NICOLLET ETEL HEALTH
PLAN**

MED CENTER and NICOLLET ETEL Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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), and purchased at MEMF pharmacy.

\$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.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of MEMF. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

100% coverage if referred by MEMF 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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area MEMF provides conversion to non-group HMO membership in MEMF. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

PHYSICIANS HEALTH
PLAN

SHARE HEALTH PLAN

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

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

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

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

100% coverage for 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 \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

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 up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

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 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 \$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 \$10 each out-patient visit, up to 30 visits a calendar year.

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 emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.

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.

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 the service 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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

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

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

GROUP HEALTH ASSOCIATION
OF NE MINNESOTA
See later brochure for specific
coverage.

HOSPITAL SERVICES**BLUE CROSS AND BLUE
SHIELD OF MINNESOTA****GENERAL ADMISSIONS**

Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

*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. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

**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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.

ANESTHESIOLOGY

90% 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 with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

**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.

Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

DULUTH
(218) 722-3371
ST. CLOUD
(612) 253-8300

MANKATO
(507) 345-4406
TWIN CITIES
(612) 456-5090

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

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

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

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

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

2. Spouse life insurance may be applied for in an amount not to exceed 50% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below*.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

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

ST. PAUL LIFE INSURANCE COMPANY

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

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

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.26		

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

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$.59 per 2-week pay period. Cost per \$100 of coverage — \$1.16 per 2-week pay period.

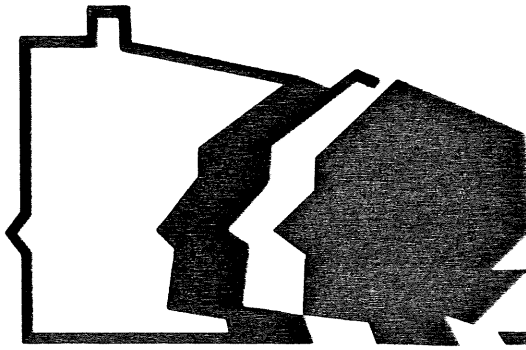
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE — Up to \$15,000 of coverage* available without evidence of insurability.

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

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

* 10/5/83 rates not available at time of this printing.

**State of
Minnesota**



DEPARTMENT OF EMPLOYEE RELATIONS

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

October 3, 1983

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
23E Capitol Building
St. Paul, Minnesota 55155

Dear Senator Nelson:

Please find enclosed the 1983-85 negotiated collective bargaining agreement between the State of Minnesota and the Association of Health Treatment Professionals. This contract covers all employees of state bargaining unit #13, Health Treatment.

The Agreement has been ratified by the members of the bargaining unit and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Also enclosed are summaries of the economic costs and the salary/fringe benefit provisions of the contract.

Thank you for your consideration of this Agreement.

Sincerely,

A handwritten signature in cursive script, reading "Lance Teachworth".

Lance Teachworth
State Labor Negotiator

cc: Commission Members

SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT
WITH
ASSOCIATION OF HEALTH TREATMENT PROFESSIONALS
SALARY

General Wage Adjustment

7/1/83: 4.25% across-the-board
7/1/84: 4.25% across-the-board

Other

- Provided inequity adjustment for the class Veterinarian through placement on the salary grid.
- Maintained current progression and achievement award systems (achievement awards are one-time non-recurring payments).

INSURANCE AND BENEFITS

- Changed eligibility for state-paid insurance so that employees working between 50%-75% time receive one-half of state's insurance premium contribution.
- Continued existing insurance benefits and deductibles, except that outpatient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

-Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime

-100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but employees must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

- State will continue to pay employee insurance premium up to the Blue Cross/Blue Shield premium, and 90% of the BC/BS premium for dependent coverage. Employees must pay the difference for higher priced carriers.
- Provided for two other cost containment plans within BC/BS plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan.
 - b) Physician's Aware. A preferred provided plan covering physicians.
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).

- Added additional categories of state-paid term life insurance of:
 - 1) \$30,000 for employees earning \$30,001 to \$35,000 per year
 - 2) \$40,000 for employees earning over \$35,000 per year.
- Dental insurance: no changes, state continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.
- Added two additional vocational accrual rates:
 - 1) Employees with 25-30 years of service -- increased accrual from 8 hours to 8½ hours per pay period
 - 2) Employees with more than 30 years of service -- increased accrual from 8 hours to 9 hours per pay period
- Increased vacation accrual cap from 240 hours to 260 hours.

Department of Employee Relations, 9/29/83.

I. Bargaining Unit Composition:

Unit 13 - Health Treatment Professionals

II. Exclusive Representatives:

Association of Health Treatment Professionals

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$5,593,102	\$442,409
FICA + Retirement	665,716	67,632
Insurance	<u>272,266</u>	<u>26,508</u>
TOTAL	\$6,531,084	\$536,549

AGREEMENT
BETWEEN THE
STATE OF MINNESOTA
AND THE
ASSOCIATION OF HEALTH TREATMENT PROFESSIONALS

July 1, 1983 - June 30, 1985

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PREAMBLE

This Agreement is made and entered into this 4TH day of Oct, 1983 by and between the State of Minnesota hereinafter referred to as the EMPLOYER and the Association of Institutional Dentists, 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 sixty seven (67) 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 direct to be in an on call status.

Section 10. Voluntary Reduction in Hours. Upon written approval by the Appointing Authority, an employee may reduce his/her hours from full-time or otherwise change his/her employment condition to less than full-time, and may subsequently change his/her hours back to full-time with the written approval of his/her Appointing Authority. Such transactions shall not constitute a layoff or vacancy.

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 in response to a subpoena or other direction of proper authority for job related purposes other than those created 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 the employee's regular rate of pay and shall remit to his/her Appointing Authority the amount received, exclusive of expenses for serving as a witness, as required by the court.
- 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. Appointing Authority Initiated Disability Leave: If an employee is unable to perform the duties of his/her position as a result of mental or physical injury, illness, or disability, the employee may be placed on a leave of absence for a period not to exceed one (1) year in duration.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Precinct Caucus: Upon fourteen (14) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus.
- J. 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	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor 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 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. Substitute Holidays. The Appointing Authority may designate substitute days for the observance of Veterans Day and Presidents Day for those employees employed on an academic school year in the State University System. The Association shall be consulted before the academic calendar is determined.

Section 4. 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 5. 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 6. 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.
--	--

Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 79½	7
At least 79½	8

Section 7. 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:

Continuous Eligible State EmploymentRate 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 through 25 years	8 working hours
After 25 through 30 years	8.5 working hours
After 30 years	9 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 sixty (260) 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 (½) 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.

An eligible employee 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.

An employee who is reinstated or reappointed to State service after one (1) year but not more than four 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.

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.

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 accordance with the personnel rules or the provisions of this Agreement.

An eligible 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 accordance with the personnel rules or the provisions of this Agreement.

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

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-seven (27) 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 \$16.00 per week for laundry and/or dry cleaning for each week after the first week.

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 travel status before 6:00 a.m.

- 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:

Breakfast - \$ 5.50
Lunch - \$ 6.50
Dinner - \$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:

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

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

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. 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 offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

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

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: 1) employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal employees who are scheduled to work at least 1044 hours for a period of nine months or more in any twelve (12) consecutive months.

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

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

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

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

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

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

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the employee toward the cost of employee health coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations, or under fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. A brief description of the currently offered health plans is contained in Appendix C. Effective October 7, 1981, the major medical benefits under the fee-for-service plan 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 per employee or \$300.00 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement that plan.
- 5) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

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

Section 5. Employer Contribution for Dental Insurance.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

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

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

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

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

- A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.
- B. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.
- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the employee's salary, commencing on the 181st day of total disability.

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

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

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

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

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverages shall be come effective on October 5, 1983.

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, 1983, 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
8	5th step
7	4th step
6	4th step
5	4th 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, 1983, wage rates and salary ranges of employees covered by this Agreement shall be increased by 4.25% as is reflected in Appendix D attached.

Effective July 1, 1984, wage rates and salary ranges of employees covered by this Agreement shall be increased by 4.25% over the wage rates in effect for these employees.

Section 6. Inequity Adjustment. The class Veterinarian shall be assigned to range 78I. Employees in the class shall be placed on step in the following fashion:

Step Before AdjustmentStep After Adjustment

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

Employees who were at step 9 in the old range for 2 years or more on June 30, 1983 shall advance to the new step 9 effective the start of the first full payroll period after July 1, 1983.

Section 7. 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.

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.

Section 8. 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.

Section 9. Salary on Voluntary Demotion. An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted. However, an employee may continue to receive a rate of pay in excess of the salary range maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

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.

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

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.

Section 4. Out-of-Order Seniority Layoff. Upon the request of a more senior employee and approval of the Appointing Authority, a more senior employee may be laid off out of seniority order.

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

BARGAINING UNIT ELIGIBLE WORK TRAINEES

Section 1. Training Plans. Individuals appointed to work training programs (pre-service trainees) pursuant to M.S. 43A.21 shall have their terms and conditions of employment governed exclusively by the provisions of the approved training program submitted to the Department of Employee Relations by the affected operating department of state government.

Section 2. Benefits and Pay. Notwithstanding Section 1 above, such individuals shall be governed by the provisions of Article VII Holidays, Article VIII Vacation Leave, Article IX Sick Leave, and Article XII Insurance of this Agreement. In addition, such individuals shall receive any general wage adjustment(s) provided for the class for which they are training.

ARTICLE XXII

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the fourth day of October, 1983, 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, 1985.

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

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 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	¾	1	1-¼	1-½	1-½	1-¾	1-¾
At least 19½, but less than 29½	1	1-¼	1-¾	2	2	2-¼	2-¼
At least 29½, but less than 39½	1-½	2	2-¾	3	3	3-¼	3-½
At least 39½, but less than 49½	2	2-½	3-½	3-¾	4	4-¼	4-½
At least 49½, but less than 59½	2-½	3-¼	4-½	4-¾	5	5-½	5-¾
At least 59½, but less than 69½	3	3-¾	5-¼	5-¾	6	6-½	6-¾
At least 69½, but less than 79½	3-½	4-½	6-¼	6-¾	7	7-½	8
At least 79½	4	5	7	7-½	8	8-½	9

APPENDIX B - SICK LEAVE

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

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

<u>Number of Hours Worked During Pay Period</u>	<u>Less than 900 Hours</u>	<u>900 Hours and Maintained</u>
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 - INSURANCE

Employee Group Life & Health Care Program STATE OF MINNESOTA October 5, 1983

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

* * * * *

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

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

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

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

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

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

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

APPENDIX C (cont.)

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

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

Employee Group Life &
Health Care Program

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY (In-patient and clinical)	100% covered
	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through OCHP medical center.
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OUT PATIENT EMERGENCY	100% coverage
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PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 31 day supply. Drugs available at OCHP medical center or participating pharmacies.
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EYE GLASSES	Available at reduced cost at participating optical stores.
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MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
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OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a OCHP physician.
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OUTPATIENT	Covered under out-patient mental health.
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SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by OCHP physician; \$10,000 lifetime maximum.
-----------------------	--

OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
----------------------	--

DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
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PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	OCHP provides conversion to a self pay OCHP membership.
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COORDINATED HEALTH
CARE

GROUP HEALTH ASSN.
OF 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 in semi-private room for unlimited days.
100% covered
100% covered
100% covered

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

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

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

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

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians offices. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

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

Full plan level of benefits if in plan service area.

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 unlimited days.
100% covered
100% covered
100% covered

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

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

Member pays \$2 per prescription at BMOH participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at BMOH participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care BMOH physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

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 coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care BMOH physician.

No restrictions.

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

GHP provides conversion to a non-group BDO membership in GHP.

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

MED CENTER and MEMBER HEALTH Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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 30 day supply when prescribed by plan physician. (3 month supply of birth control pills), and purchased at MEMPH pharmacy.

\$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 "Kidszone" selection.

\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of MEMPH. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

100% coverage if referred by MEMPH 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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area MEMPH provides conversion to non-group HMO membership in MEMPH. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

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

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

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

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

100% coverage for 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 \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

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 up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

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 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 \$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 \$10 each out-patient visit, up to 30 visits a calendar year.

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 emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

Preventive dental care for children under age 12, for office calls, exams, cleanings and fluorides, at 1630 University Ave. Dental Clinic.

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.

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 the service 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 serious 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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

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) serious benefit on
orthodontics.

Miscellaneous

No deductible. No serious on
coverages A, B or C.

GROUP HEALTH ASSOCIATION OF MN MINNESOTA

See later brochure for specific
coverage.

HOSPITAL SERVICES**BLUE CROSS AND BLUE
SHIELD OF MINNESOTA****GENERAL ADMISSIONS**

Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

Note exceptions

NEUROLOGIC, MENTAL AND TB

Full coverage in semi-private room for 70 days.

OBSTETRICAL DELIVERIES

Full coverage in semi-private room for 73 days.

PLACEMINT

Full coverage in semi-private room provided contract is in force at date of delivery. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

**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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.

ANESTHESIOLOGIST

90% of the usual, customary and reasonable fee.

HOSPITAL VISITS

\$15 for first day.

\$5 a day for next 361 days.

Necessary consultation fees under Major Medical.

MENTAL HEALTH

80% of first \$750

Remainder covered under Major Medical with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

**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 expenses exceeding the deductible.

\$500,000 maximum.

Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

ROSETT
(218) 722-2571
ST. CLOUD
(612) 253-8300

MINNETONKA
(957) 325-4406
TWIN CITIES
(612) 256-5090

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

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

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

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

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

2. Spouse life insurance may be applied for in an amount not to exceed 90% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below*) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life
Under 30	\$.04	\$.24	45 - 49	\$.17	\$.60
30 - 34	.06	.30	50 - 54	.28	.93
35 - 39	.09	.39	55 - 59	.40	1.29
40 - 44	.13	.51	60 - 64	.58	2.16
			65 - 69	1.25	3.94

ST. PAUL LIFE INSURANCE COMPANY

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

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

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

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

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$.59 per 2-week pay period. Cost per \$100 of coverage — \$1.18 per 2-week pay period.

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

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

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

* 10/5/83 rates not available at time of this printing.

Central Minnesota Group Health Plan
Phone: 253-5220

CLINIC

GROUP MEDICAL CENTER
1411 St. Germaine St., St. Cloud, MN

HOSPITAL

ST. CLODE HOSPITAL
1406 N. 6th, St. Cloud, MN

Coordinated Health Care, Inc.
Phone: 221-2091

CLINICS

ONE ST. PAUL CLINIC
255 University Ave., St. Paul, MN

WEST MEDICAL CLINIC
Time Medical Bldg., St. Paul, MN

ST. CROIX VALLEY CLINIC
921 S. Greeley, Stillwater, MN

LAGAN CLINIC
Eagan, MN - Bear 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, P.A.
Ribbing & Orsibols, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Boyt-Lakes

HOSPITALS

CENTRAL MINN. MEDICAL CENTER
Ribbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Boyt-Lakes

Group Health Plan, Inc.
Phone: 621-8504

* **GROUP HEALTH GOND MEDICAL CENTER**
2500 Gond Ave. (at Hwy 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER
1533 Dulles Ave. So. (at Hwy 12 & 100)
St. Louis Park, MN

* **GROUP HEALTH BLOOMINGTON MEDICAL CENTER**
64th St. & Elliot Ave., Bloomington, MN

GROUP HEALTH MAPLEWOOD MEDICAL CENTER
2165 White Bear Ave., Maplewood, MN

GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER
6845 Lee Ave. So., Brooklyn Center, MN

HMO LOCATIONS

* **GROUP HEALTH RIVERSIDE MEDICAL CENTER**
606 24th Ave. So., Minneapolis, MN

* **GROUP HEALTH SAINT PAUL MEDICAL CENTER**
Nichols & Flato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 96 White Bear Lake, MN

* **GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER**
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
8204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Pennock Lane
Apple Valley, 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMON)

HMON provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9520 211th St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLAIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS

MINNET MEDICAL CENTER
8050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55441

BRIDGEVILLE MEDICAL CENTER
13911 Bridgeville Dr., Brainerd, MN 55343

ROSWETONKA MEDICAL CENTER
17621 Highway 7, Rosetonka, MN 55343

ROPER'S MEDICAL CENTER
87 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON REGIONAL MEDICAL CENTER
8200 W. 81st Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BUILDING
Suite 204, 825 So. 9th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
8651 Biola Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Exc. Blvd., St. Louis Park, MN

CLINIC

EVERGROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Ever Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3420 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 E. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCIENCE HILLS CLINIC
261 E. 8th Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2575 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GOVERNOR CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
804 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
803 Marie Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Wicolllet/Eitel Health Plan
Phone: 332-5360

CLINICS

BLOOMINGTON WICOLLET CLINIC
7901 Barnes Ave. S.
Bloomington, Minnesota

BURNSVILLE WICOLLET CLINIC
38th and Wicolllet
Burnsville, Minnesota

EAGAN WICOLLET CLINIC
Cedar Ave. & Cliff Road
Eagan, Minnesota

WICOLLET POLY WICOLLET CLINIC
Franklin & Biola Ave.
Minneapolis, Minnesota

WICOLLET POLY WICOLLET CLINIC
891 & Bay. W.
Minnetonka, Minnesota

HOSPITALS

WITEL HOSPITAL
Minneapolis, MN

FAIRVIEW-SOUTHDALE HOSPITAL
Edina, MN

CHILDREN'S HEALTH CENTER
Minneapolis, MN

PHYSICIANS HEALTH PLAN (PHP)

PHP provides services through more than 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 336-1200.

State Health Plan
Phone: 336-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 7th Ave. W., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Wicolllet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 7th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue So., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinwood Lane & 62nd Place, Maple Grove 55461

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

WITTI HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL
6401 France Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WETHELM HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue So., Minneapolis, MN

APPENDIX D

Unit 13 Health Treatment Professional
Series G Ranges 75-86
Effective 7/1/83-6/30/84

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	23,406	24,304	25,160	26,121	27,165	28,167	29,232	30,360	31,550		75
		MO	1951	2025	2097	2177	2264	2347	2436	2530	2629		
		HR	11.21	11.64	12.05	12.51	13.01	13.49	14.00	14.54	15.11		
G	76	YR	24,200	25,056	25,975	26,935	27,854	28,856	29,942	31,028	32,155		76
		MO	2017	2088	2165	2245	2321	2405	2495	2586	2680		
		HR	11.59	12.00	12.44	12.90	13.34	13.82	14.34	14.86	15.40		
G	77	YR	25,056	25,975	26,935	27,854	28,856	29,942	31,028	32,155	33,324		77
		MO	2088	2165	2245	2321	2405	2495	2586	2680	2777		
		HR	12.00	12.44	12.90	13.34	13.82	14.34	14.86	15.40	15.96		
G	78	YR	25,975	26,935	27,854	28,856	29,942	31,028	32,155	33,324	34,494		78
		MO	2165	2245	2321	2405	2495	2586	2680	2777	2874		
		HR	12.44	12.90	13.34	13.82	14.34	14.86	15.40	15.96	16.52		
G	79	YR	26,121	27,165	28,167	29,232	30,360	31,550	32,698	33,930	35,204		79
		MO	2177	2264	2347	2436	2530	2629	2725	2828	2934		
		HR	12.51	13.01	13.49	14.00	14.54	15.11	15.66	16.25	16.86		
G	80	YR	28,856	29,942	31,028	32,155	33,324	34,494	35,851	37,208	38,544		80
		MO	2405	2495	2586	2680	2777	2874	2988	3101	3212		
		HR	13.82	14.34	14.86	15.40	15.96	16.52	17.17	17.82	18.46		
G	81	YR	29,942	31,028	32,155	33,324	34,494	35,851	37,208	38,544	40,027		81
		MO	2495	2586	2680	2777	2874	2988	3101	3212	3336		
		HR	14.34	14.86	15.40	15.96	16.52	17.17	17.82	18.46	19.17		
G	82	YR	33,324	34,494	35,851	37,208	38,544	40,027	41,405	42,888	44,412		82
		MO	2777	2874	2988	3101	3212	3336	3450	3574	3701		
		HR	15.96	16.52	17.17	17.82	18.46	19.17	19.83	20.54	21.27		
G	83	YR	34,222	35,433	36,770	38,085	39,463	40,925	42,324	43,764	45,310	46,917	83
		MO	2852	2953	3064	3174	3289	3410	3527	3647	3776	3910	
		HR	16.39	16.97	17.61	18.24	18.90	19.60	20.27	20.96	21.70	22.47	
G	84	YR	34,494	35,851	37,208	38,544	40,027	41,405	42,888	44,412	46,040		84
		MO	2874	2988	3101	3212	3336	3450	3574	3701	3837		
		HR	16.52	17.17	17.82	18.46	19.17	19.83	20.54	21.27	22.05		
G	85	YR	38,544	40,027	41,405	42,888	44,412	46,040	47,669	49,381	51,177		85
		MO	3212	3336	3450	3574	3701	3837	3972	4115	4265		
		HR	18.46	19.17	19.83	20.54	21.27	22.05	22.83	23.65	24.51		
G	86	YR	40,027	41,405	42,888	44,412	46,040	47,669	49,381	51,177	53,056		86
		MO	3336	3450	3574	3701	3837	3972	4115	4265	4421		
		HR	19.17	19.83	20.54	21.27	22.05	22.83	23.65	24.51	25.41		

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

APPENDIX D

Unit 13 Health Treatment Professional
Series G Ranges 75-86
Effective 7/1/84-6/30/85

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	24,409	25,327	26,225	27,228	28,313	29,357	30,485	31,654	32,886		75
		MO	2034	2111	2185	2269	2359	2446	2540	2638	2741		
		HR	11.69	12.13	12.56	13.04	13.56	14.06	14.60	15.16	15.75		
G	76	YR	25,223	26,121	27,081	28,084	29,044	30,088	31,216	32,343	33,512		76
		MO	2102	2177	2257	2340	2420	2507	2601	2695	2793		
		HR	12.08	12.51	12.97	13.45	13.91	14.41	14.95	15.49	16.05		
G	77	YR	26,121	27,081	28,084	29,044	30,088	31,216	32,343	33,512	34,744		77
		MO	2177	2257	2340	2420	2507	2601	2695	2793	2895		
		HR	12.51	12.97	13.45	13.91	14.41	14.95	15.49	16.05	16.64		
G	78	YR	27,081	28,084	29,044	30,088	31,216	32,343	33,512	34,744	35,955		78
		MO	2257	2340	2420	2507	2601	2695	2793	2895	2996		
		HR	12.97	13.45	13.91	14.41	14.95	15.49	16.05	16.64	17.22		
G	79	YR	27,228	28,313	29,357	30,485	31,654	32,886	34,097	35,371	36,707		79
		MO	2269	2359	2446	2540	2638	2741	2841	2948	3059		
		HR	13.04	13.56	14.06	14.60	15.16	15.75	16.33	16.94	17.58		
G	80	YR	30,088	31,216	32,343	33,512	34,744	35,955	37,375	38,795	40,173		80
		MO	2507	2601	2695	2793	2895	2996	3115	3233	3348		
		HR	14.41	14.95	15.49	16.05	16.64	17.22	17.90	18.58	19.24		
G	81	YR	31,216	32,343	33,512	34,744	35,955	37,375	38,795	40,173	41,718		81
		MO	2601	2695	2793	2895	2996	3115	3233	3348	3477		
		HR	14.95	15.49	16.05	16.64	17.22	17.90	18.58	19.24	19.98		
G	82	YR	34,744	35,955	37,375	38,795	40,173	41,718	43,159	44,704	46,291		82
		MO	2895	2996	3115	3233	3348	3477	3597	3725	3858		
		HR	16.64	17.22	17.90	18.58	19.24	19.98	20.67	21.41	22.17		
G	83	YR	35,684	36,937	38,336	39,714	41,134	42,658	44,119	45,623	47,231	48,901	83
		MO	2974	3078	3195	3309	3428	3555	3677	3802	3936	4075	
		HR	17.09	17.69	18.36	19.02	19.70	20.43	21.13	21.85	22.62	23.42	
G	84	YR	35,955	37,375	39,795	40,173	41,718	43,159	44,704	46,291	48,003		84
		MO	2996	3115	3233	3348	3477	3597	3725	3858	4000		
		HR	17.22	17.90	18.58	19.24	19.98	20.67	21.41	22.17	22.99		
G	85	YR	40,173	41,718	43,159	44,704	46,291	48,003	49,694	51,490	53,348		85
		MO	3348	3477	3597	3725	3858	4000	4141	4291	4446		
		HR	19.24	19.98	20.67	21.41	22.17	22.99	23.80	24.66	25.55		
G	86	YR	41,718	43,159	44,704	46,291	48,003	49,694	51,490	53,348	55,311		86
		MO	3477	3597	3725	3858	4000	4141	4291	4446	4609		
		HR	19.98	20.67	21.41	22.17	22.99	23.80	24.66	25.55	26.49		

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
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

*Animal Health, Board 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

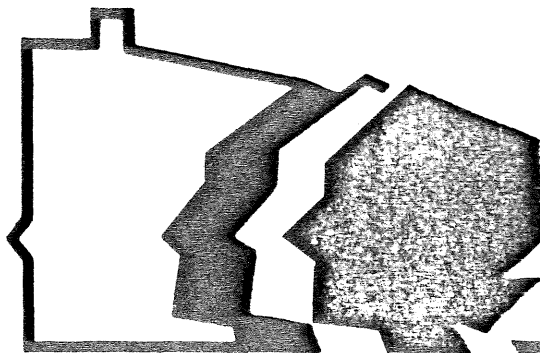
*Veterans Affairs, Department of

The Employer reserves the right to add or delete seniority units.

APPENDIX F
SALARY RANGE ASSIGNMENTS
HEALTH TREATMENT PROFESSIONALS
EFFECTIVE 7/1/83

<u>Class Code</u>	<u>Class Title</u>	<u>Series</u>	<u>Comp Code</u>	<u>Hourly</u>		<u>Monthly</u>	
				<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
000142	Buyer Pharmacist	G	78I	12.44	16.52	2,165	2,874
000159	Chief of Service	G	86F	19.17	22.83	3,336	3,972
000822	Dental Health Program Dir.	G	84I	16.52	22.05	2,874	3,837
000228	Dentist	G	83J	16.39	22.47	2,852	3,910
000367	Pharmacist	G	75I	11.21	15.11	1,951	2,629
002040	Pharmacist Clinician	G	81I	14.34	19.17	2,495	3,336
001883	Pharmacist Senior	G	79I	12.51	16.86	2,177	2,934
001677	Pharmacy Consultant	G	80I	13.82	18.46	2,405	3,212
001347	Pharmacy Surveyor	G	77I	12.00	15.96	2,088	2,777
000509	Physician	G	76I	11.59	15.40	2,017	2,680
000573	Public Health Physician 1	G	82H	15.96	20.40	2,777	3,574
000692	Staff Physician	G	82H	15.96	20.54	2,777	3,574
000664	Staff Physician, Senior	G	85F	18.46	22.05	3,212	3,837
000751	Veterinarian	G	78I	12.44	16.52	2,165	2,874

State of
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

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

August 22, 1983

The Honorable Tom Nelson, Chairman
Legislative Commission on Employee Relations
State Capitol
St. Paul, Minnesota 55155

Dear Senator Nelson:

I am submitting herewith copies of the following 1983-85 collective bargaining agreements for approval of the Legislative Commission on Employee Relations:

<u>Collective Bargaining Unit</u>	<u>Exclusive Representative</u>
#14 - General Professional	MN Association of Professional Employees
#16 - Supervisory Employees	Middle Management Association
# 1 - Law Enforcement	MN State Patrol Troopers Association
	MN Bureau of Criminal Apprehension Agents Assn.
	MN Conservation Officers Association
#12 - Professional Engineering	MN Government Engineers Council

These contracts have been ratified by the members of the respective bargaining units and have been formally executed by the exclusive representatives and the Commissioner of Employee Relations.

Additionally, I have enclosed a summary of the economic costs and the salary/fringe benefit provisions of the contracts.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Lance Teachworth".

Lance Teachworth
Deputy Commissioner
Labor Relations Bureau

LT:jb
cc: Commission Members

SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT
WITH
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

SALARY

General Wage Adjustment

7/13/83: 4% across-the-board.
7/25/84: 4.5% across-the-board.

Pay Equity Adjustments

Pay equity adjustments for female dominated classifications granted 7/13/83 and 7/25/84 in accord with M.S. 43A.05, Subd. 5. (See attached list and fiscal data.)

Other

- Increased shift differential by 5 cents to 35 cents an hour.
- Retained current progression and achievement award system.

INSURANCE AND BENEFITS

- Changed eligibility for State-paid insurance so that employees working between 50%-75% time receive one-half of the State's insurance premium contribution.
- Continued existing insurance benefits and deductibles, except that outpatient nervous, mental, and chemical dependency treatment was changed as follows:

Old Plan

- Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime

100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but employee must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

- State will continue to pay employee insurance premium up to the BlueCross/Blue Shield premium, and 90% of the Blue Cross/Blue Shield premium for dependent coverage. Employees must pay the difference for higher priced carriers.
- Provided for two other cost containment plans within Blue Cross/Blue Shield plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan.
 - b) Physician's Aware. A preferred provided plan covering physicians.
- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).

- Added an additional category of State paid term life insurance of \$35,000 for employees earning over \$30,000 per year.
- Dental insurance: no changes, State continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.

OTHER

- Added two additional vacation accrual rates:
 - 1) Employees with 25-30 years of service -- increased accrual from 8 hours to 8½ hours per pay period
 - 2) Employees with more than 30 years of service -- increased accrual from 8 hours to 9 hours per pay period
- Provided for unpaid leaves of absence, with benefits, if such leaves would help alleviate an existing or projected budget deficit. Granting of the leaves is at the discretion of the Appointing Authorities.

Department of Employee Relations, 8/22/83.

IMPACT OF PAY EQUITY ON GENERAL FUND

FY 84	<u>General Fund</u>
Allocated	\$47,040
Expended	<u>45,781</u>
Difference	-1,259
 FY 85	
Allocated	\$48,930
Expended	<u>48,958</u>
Difference	28

Department of Employee Relations, 8/22/83.

I. Bargaining Unit Composition:

Unit 14 - General Professional

II. Exclusive Representative: Minnesota Association of Professional Employees

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$230,324,578	\$18,421,721
FICA + Retirement	28,545,020	2,901,336
Insurance	<u>15,699,630</u>	<u>1,513,354</u>
TOTAL	\$274,569,228	\$22,836,411

Department of Employee Relations, 8/22/83.

Impact of Pay Equity on Individual Classes

UNIT 14 General Professional

Class Title	Steps to Equity	FY 84 Steps	FY 85 Steps	steps remaining
College Ctr Prog Cor	4	1	1	2
Comm Svcs Prog spec1	3	1	1	1
Comm svcs Prog spec2	1	1	0	0
Corr Inst Educ Adv	1	1	0	0
Corr Behavior Ther	4	1	1	2
Dental Hyg prog supv	4	0	1	3
Dietitian 1	4	2	1	1
Election Proc Adv	4	1	1	2
Ee dev spec 1	3	0	1	2
Empl & trn prog sp 2	1	1	0	0
Health prog Rep	3	0	1	2
Health Svc Anal 2	3	1	1	1
Inst Comm Rel Coord	4	0	2	2
Librarian	3	1	1	1
Librarian Senior	3	1	1	1
Med Tech 1	1	1	0	0
Music Therapist	3	1	1	1
Nutritionist	2	1	1	0
Occup Therapist	1	0	1	0
Occup Therapist, Sr	1	1	0	0
Physical Therapist 2	1	1	0	0
Speech Pathologist	6	1	1	4
Voc Educ Tech up sp	1	1	0	0
Volunteer Svc Coord	4	1	1	2

UNIT 14: GENERAL PROFESSIONAL
LABOR AGREEMENT BETWEEN THE STATE OF MINNESOTA
AND
THE MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES
July 1, 1983 - June 30, 1985

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PREAMBLE

This Agreement is made and entered into this 22 day of August, 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 1

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, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Statute 179.61 through 179.76.

Section 2. Disputes. Any disputes regarding the assignment of professional employees or professional classes to the appropriate bargaining unit shall be accomplished in accordance with Minn. Stat. 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 2

NO STRIKE

Section 1. No Strikes. The Association agrees that it will not promote or support any unlawful strike under 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 "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 12).

Any employees 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 9 (Grievance Procedure) of this Agreement.

Section 2. Lockouts. No lockouts, 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 3

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 judgments 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 taken.

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 as requested on the form included as Appendix F. Copies of the form included as Appendix F shall be provided to the Appointing Authority by the Association, and the Appointing Authority shall use this form when submitting the report. The report shall be 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 4

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/orientation, race, color, creed, disability, national origin, veterans status for eligible Vietnam-era veterans, current or former public assistance recipient status, 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. In order to provide and maintain a productive work environment, 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 and dignity, recognizing that legitimate differences will arise.

Section 5. Sexual Harassment. See Appendix K entitled "Prohibition of Sexual Harassment."

ARTICLE 5

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 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: 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 6

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.

If new class options are created during the life of this Agreement, the Association shall be advised in advance of the final establishment of the class option, and upon request, may discuss the new class option.

Matters relating to classification of individual positions is covered in Article 16, Section 6.

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 rater, who shall not be a member of the bargaining unit. 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 receive a copy of the appraisal at the time he/she signs it. If the Appointing Authority adds comments to the performance appraisal after the appraisal has been signed by the employee, the Appointing Authority shall notify the employee of the change. 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 18, Expense Allowances.

Section 5. Employee Initiated Training. If, in the judgement of the Appointing Authority, the taking of a college course, a professional workshop or seminar or an in-service training program will better prepare an employee

to perform his/her current or projected responsibilities and funds are available for this purpose and staffing needs can be met, the employee shall, upon his/her request, be allowed sixteen (16) hours of employee initiated training for professional development. At the discretion of the Appointing Authority, this may be accomplished through releasing the employee without loss of pay, or accrual of additional salary, to attend the training or alternatively, be reimbursed for 75% of the tuition or workshop/seminar registration fee or a pro-rata combination of both release time and reimbursement. At the discretion of the Appointing Authority, more than the sixteen (16) hours may be granted. 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 18.

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 one hundred dollars (\$100.00), 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 7

ASSOCIATION RIGHTS

Section 1. Association/Appointing Authority Meetings. It is agreed that representatives of the Association and the Appointing Authority shall 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 reasonable 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 in a mutually agreeable format.

Section 4. Use of State Facilities. The Appointing Authority may grant the Association access to State Facilities, if appropriate facilities are available, for the purpose of meeting with bargaining unit employees. 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.

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, 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 three (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. When more than one (1) Appointing Authority has offices within the same building, the Association may designate one Association Representative to perform the activities in "B" below for the entire building regardless of the number of Appointing Authorities in the building.

B. Representatives' Activities. 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 shall not include travel time if the total travel time to and from exceeds thirty (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 consistent with the confidentiality, 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.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on employees only for just cause and shall be corrective where appropriate.

Section 2. Association Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline of that employee without first offering the employee an opportunity for Association representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. The employee shall be advised of the nature of the investigation prior to questioning.

Section 3. Disciplinary Action.

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

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

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. Oral reprimands shall be identified as such to the employee.

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 4. Discharge of Employees. The Appointing Authority shall not discharge any 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) therefor.

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 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 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 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 9, 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. Up to ten (10) copies of such material shall be without cost to the employee or 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.

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

ARTICLE 9 .

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 Section 2(C) and in Article 7, Association Rights, Section 7A and 7C, 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. Grievance files shall be maintained separately from official personnel files.
2. Non-Precedence. Upon mutual written agreement, a grievance may be withdrawn at any step without establishing a precedent.
3. Disclosure. Both the Association and the Appointing Authority agree to disclose all documents and information which a party intends to introduce at the hearing, including a listing 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. Meetings at all grievance steps will be established by mutual agreement between the Association and the Appointing Authority.
5. Release Time. The Association Representative(s) and the grieving employee as specified in 6 below shall be allowed a reasonable amount of time without loss of pay during working hours while on the Appointing Authority's premises to investigate and present the employee's grievances to the Appointing Authority. However, reasonable time off without loss of pay shall not include travel time if the travel time to and from exceeds thirty (30) minutes. The Association Representative(s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld.
6. Representative(s). The Association may designate bargaining unit employees in local chapters to function as Association Representatives for up to three (3) departments represented within that chapter. Association Representative(s) shall have authority to carry grievances in the local chapter and department(s) for which they have been authorized, provided such representation is consistent with the security, rehabilitation and confidentiality needs of the Appointing Authority. Upon agreement of the Association and the Employer, the Association Representatives may represent more than the three designated departments.

The following individuals may participate in Steps 1 through 3:

- Step 1: Up to two (2) Association Representatives, with or
and Step 2: without the grieving employee.
Step 3: Up to three (3) Association Representatives, with or
without the grieving employee.

If more than one (1) Association Representative is present, at least one (1) of the additional Representatives shall be from the same department as the grieving employee. The Chief Association Representative or his/her designee may carry the grievances as a substitute for the Association Representative and shall not be limited to three departments as specified above. In addition, an Association staff person or officer shall be authorized to carry grievances in concert with or as substitute for the Association Representative.

7. 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. 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.
8. Implementation. Within a reasonable period of time after the grievance settlement or arbitration award, the settlement or award shall be implemented.

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(s) 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 designated Association Representative within 10 calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within 10 calendar days after immediate supervisor's written answer is given or due.

STEP 2. Within 10 calendar days after receiving the Association's appeal in writing, the next-level supervisor and the Association Representative(s), 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 designated 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 the next-level supervisor's written answer is given or due.

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(s) 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 designated 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 after the response of the Appointing Authority or designee's written answer is given or due 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 after the Appointing Authority or designee's written answer is given or due shall be waived. The Arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Representative.

Arbitration Panel. The arbitration proceeding shall be conducted by an Arbitrator to be selected by lot from a permanent panel of five (5) Arbitrators. Prior to August 15, 1983, the State Negotiator and the Association may by mutual agreement select the members to serve on the permanent panel. If the parties fail to agree, they shall prepare a list of fifteen (15) Arbitrators selected from a list of available Arbitrators supplied by the Public Employment Relations Board. The members of the permanent panel shall be selected from the list by the following method: the Association 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. If a vacancy on the permanent panel occurs during the life of this Agreement, the vacancy shall be filled by mutual agreement of the State Negotiator and the Association. If the parties fail to agree, the vacancy shall be filled from among the remaining names on the original list by the same method of selection detailed above.

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. 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 10

VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, and temporary employees shall be eligible employees for the purpose of this Article. However, intermittent employees shall become eligible employees for the purposes of this Article, after completion of sixty-seven (67) working days in any twelve (12) month period.

Section 2. Allowances. All eligible employees shall accrue vacation in accordance with the following rates:

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
0-5 years	4 working hours
After 5-8 years	5 working hours
After 8-12 years	7 working hours
After 12-20 years	7½ working hours
After 20-25 years	8 working hours
After 25-30 years	8½ working hours
After 30 years	9 working hours

Eligible employees being paid for less than a full eighty (80) hour payroll period shall have their vacation accrual pro-rated 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 reinstated or reappointed to State service after June 30, 1983 and within four (4) years of the date of resignation in good standing or retirement, shall accrue vacation leave with the same credit for length of service that existed at the time of such separation. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

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, or in the case of intermittent employees, from the date of eligibility.

Employees may accumulate unused vacation leave to a maximum of two hundred and forty (240) hours. The Appointing Authority shall make a reasonable effort to grant vacation requests to employees at the maximum vacation accumulation.

Employees on a military leave under Article 14 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 the 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 of 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. The Appointing Authority shall notify the Association of any emergency declaration and of any vacation cancelled pursuant to this Section.

Section 6. Vacation Rights. An employee who transfers from one Appointing Authority to another shall have accumulated vacation leave transferred and such leave shall not be 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 11

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
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 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 holidays may not be accumulated or paid off.

A. Continuous Operations. 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.

B. Holidays on Days Off. 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.

C. Substitute Holidays. 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). Payroll status shall be defined as: when actually working, on paid vacation, paid sick leave, compensatory time off, or on a paid leave of absence.

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.

ARTICLE 12

SICK LEAVE

Section 1. Sick Leave Accumulation. Employees, except for emergency, temporary, and intermittent 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. However, intermittent employees shall become eligible for sick leave after completion of 67 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 pro-rated 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 is abusing sick leave. The abuse of sick leave may 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 period 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 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 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 after June 30, 1983 and within four (4) years 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. However, an employee who has received severance pay shall have his/her sick leave balance restored at sixty (60) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus seventy-five (75) percent of the employee's accumulated but unused sick leave bank.

ARTICLE 13

SEVERANCE PAY

All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation except for discharge for cause 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, 1983, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine-hundred (900) hour maximum. In addition, the employee shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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

ARTICLE 14

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. 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 and the reasons for a denial shall be given to the employee upon request. No employee shall be required to exhaust his/her accumulated vacation leave prior to an extended leave of absence.

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 unless otherwise indicated. 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. 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. 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 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 the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount 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 shall be granted for educational purposes if such education is required by the Appointing Authority.
- F. Emergency Leave. The Commissioner of Employee Relations, 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 the 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.

Within ninety (90) calendar days of the execution of this Agreement, each State agency shall meet and confer with the Association regarding emergency leave.

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 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. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual.
- 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. An employee may use vacation time, compensatory time or a holiday for this purpose, at the employee's option. Leave time for service on the Association's Master Negotiating Team shall be considered as paid leave for purposes of vacation and sick leave accrual, and holiday pay entitlement.

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. Requests for Maternity/Paternity leave shall be submitted at least six (6) weeks in advance of the anticipated due date if possible. Maternity/Paternity leave shall commence on the date requested by the employee and/or spouse, and shall continue up to six (6) months. Such leave may be extended up to 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. At the request of the employee, this leave may be extended at the discretion of the Appointing Authority. An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Appointing Authority. When the Appointing Authority 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 Appointing Authority, the Appointing Authority 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. An employee may use vacation leave, compensatory time or a holiday for this purpose, at the employee's option.
- 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 extensions of such leaves may be cancelled by an Appointing Authority for reasonable cause upon written notice to the employee 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, 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.

ARTICLE 15

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 with the State of Minnesota. When an employee bumps, demotes or transfers, 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 equally paid classes in which the employee has served with the State of Minnesota.

"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 which are similar in the nature and character of the work performed and which require similar qualifications.

"Classification Seniority" for the class of Right of Way Agent, Intermediate is defined as the length of continuous service in the classes of Right of Way Agent and Right of Way Agent, Intermediate.

- 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.

Continuous Service shall not include service in a position in a bargaining unit not represented by the Association. However, Continuous Service shall include service in a confidential position in accordance with Section 1(B).

- D. Seniority Units. "Seniority Units" are defined as set forth in Appendix D.

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements. Employees shall continue to have their seniority calculated as provided under the 1981-1983 collective bargaining agreement or memoranda of understanding except as specifically provided elsewhere in this Agreement.

Section 3. Seniority Rosters. No later than November 30 and May 31 of each year, 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. Such rosters shall be based on transactions occurring up to and including October 31 and April 30 of each year. 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 and date for all classes in the bargaining unit in which the employee previously served. The rosters shall also identify the type of appointment if other than full-time unlimited, and shall include the class option, if any.

When two (2) or more employees have the same Classification Seniority dates, seniority positions shall be determined by State Seniority. 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 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. However, errors of fact on the seniority roster may be raised by either party at any time.

ARTICLE 16

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 thirty-five (35) miles to the same classification.

Section 2. Permanent Reassignment. Whenever the Appointing Authority determines to make a permanent reassignment within thirty-five (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 a minimum of ten (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.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Applications shall be accepted from employees in the higher class and if there are no applications shall then be considered first from among employees in the higher class and if there are no applications shall then be considered from employees in the lower class.

An employee who is away from his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit an advance 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 four (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 17, 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 units 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 6. Reclassification. Employees may submit requests for job audits directly to the Department of Employee Relations.

An employee shall be notified, in writing, of a downward reclassification of his/her position before such action occurs.

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 this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

The parties agree to meet and confer regarding the results of class studies prior to the implementation of the class studies.

A. 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.

B. 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 thirty (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 17 shall apply.

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 until the effective date of the probationary appointment.

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 increase adjustments as provided by this Agreement. The employee's name shall be placed on the Seniority Unit and Bargaining Unit Layoff Lists for the class from which he/she was reallocated downward.

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.

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.

Section 9. Non-Certification. Probationary employees serving a probationary period may have the Association process a grievance on non-certification through step 3 of the grievance procedure of Article 8, Grievance Procedure, but such grievance shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 17

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.

- A. Determination of Position(s). The Appointing Authority shall determine the position(s) in the class, or class option, if one exists, and employment condition and work location which is to be eliminated.
- B. Advance Notice. In the event a layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Association President of the classification(s), number of positions and the employment condition(s) to be eliminated at least fourteen (14) calendar days prior to the effective date of the anticipated 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 the reason(s) therefore and the estimated length of the layoff period, to all employee(s) about to be laid off.
- C. Layoff Notification. Layoffs which are necessary shall be on the basis of inverse Classification Seniority within the class/class option, employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time or intermittent), 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/class option, employment condition, and seniority unit within thirty-five (35) miles of the position to be eliminated.

Provisional and emergency employees shall be terminated before any layoff of probationary or permanent employees in the same class/class option, employment condition and geographic location/principal place of employment. Provisional employees shall be separated in inverse order of the date of their provisional appointment.

Seasonal employees 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.

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 be placed in 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 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 thirty-five (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 thirty-five (35) miles of the employee's current work location.

Employees 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 thirty-five (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 thirty-five (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 thirty-five (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 thirty-five (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 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;
- 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 thirty-five (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 thirty-five (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 thirty-five (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 thirty-five (35) miles from the employee's current work location.
- J. 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.

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

Section 5. Conditions for Bumping or Accepting Vacancies. The following shall govern bumping and accepting vacancies pursuant to Section 4:

1. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority in the class/class option 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/class option in the same seniority unit.
3. When a vacancy exists in a class/class option into which the employee has a right to bump, the employee must accept the vacancy prior to exercising the option to bump except that if the option to bump is to a lower class/class option within thirty-five (35) miles and the vacancy in that class is more than thirty-five (35) miles, then the employee is not required to accept the vacancy.
4. 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 layoff option.

Section 6. Junior/Senior Plans. When layoffs take place in the senior class of a Junior/Senior Plan, 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 7. 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.

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 8. 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, geographic location and employment condition from which they were laid off or other geographic locations for which they are available or demoted in lieu of layoff in the order of their Classification Seniority. Employees may change their availability by notifying the Department of Employee Relations in writing. 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/class option 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.

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/class option 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/class options 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 Sections 6.B, C and D shall not apply to employees on seasonal layoff.

Section 9. Re-employment List. The names of employees who have been laid off or demoted in lieu of layoff shall be placed on 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. Employees may change their availability by notifying the Department of Employee Relations. 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 this Section shall not apply to employees on seasonal layoff.

Section 10. 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.

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

- A. Recall to a permanent position from either layoff list. However, 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, the employee's name shall be restored to the Seniority Unit Layoff List for the remainder of the time period originally provided in Section 8.
- B. Failure to accept recall to a position which meets the availabilities specified by the employee.
- C. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off.
- D. Resignation, retirement, or termination.

Section 12. Exclusions. The provisions of this Article shall not apply to unclassified employees.

Section 13. 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 14. 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 years seniority in the classification being reduced in the seniority unit then the provisions of this Section shall not be applied to the layoff of those employees.

Section 15. State Department of Education. Notwithstanding Section 10, 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 16. 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 19, Relocation Expenses, the employee shall be eligible for payment of relocation expenses, consistent with Article 19, subject to the following conditions:

- A. If an employee must select a more than thirty-five (35) mile option (Section 4) 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/class option within thirty-five (35) miles of the employee's current work location the employee shall be eligible for all relocation expenses.

ARTICLE 18

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 \$.27 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 \$.21 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 forty (40) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level 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 thirteen (13) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-three (43) cents per mile and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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 \$16.00 per week for laundry and dry cleaning for each week after the first week. 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 (7) county metro area, eligibility for noon meal reimbursement shall be based upon the employee being on assignment, over thirty-five (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:

WITHIN THE STATE

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

OUTSIDE OF THE STATE

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

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

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

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

ARTICLE 19

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 \$4,500 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 \$550.00 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 employee's household goods or personal effects as a result of such a transfer.

ARTICLE 20

PROMOTIONAL RATINGS

Promotional ratings required in conjunction with a screening process shall be prepared for each employee who is an applicant for that position in an objective manner 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 Employee 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 21

INSURANCE

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

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

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: 1) employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal employees who are scheduled to work at least 1044 hours for a period of nine months or more in any twelve (12) consecutive months.

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

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

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

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

Benefits provided under this Article shall continue as long as an employee meets these eligibility requirements and appears on a State payroll for at least one (1) working day during each payroll period or is off the State payroll due to a work related injury or disability and is either receiving Workers' Compensation payments or is using disability leave as provided in Article 14. Vacation leave, compensatory time or sick leave cannot be used for the purpose of continuing State paid insurance by keeping an employee on a State payroll for one working day per pay period during the time the employee is on an unpaid leave of absence.

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

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Employee Coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the employee toward the cost of employee health coverage.

B. Dependent Coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent, toward the cost of dependent health coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations, fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. A brief description of the currently offered health plans is contained in Appendix E. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

1. The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
2. After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
3. In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
4. As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement the plan.
5. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.
6. The Employer will contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

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

Section 5. Employer Contribution for Dental Insurance.

A. Employee Coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.

B. Dependent Coverage.

Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

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

<u>Employee's Annual 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
\$25,001 - \$30,000	\$30,000	\$30,000
Over \$30,001	\$35,000	\$35,000

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

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

A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.

B. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.

- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the employee's salary, commencing on the 181st day of total disability.
- D. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

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

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

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

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverage shall become effective on October 5, 1983.

ARTICLE 22

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.

Employees who have transferred to a position under another Appointing Authority 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.

ARTICLE 23

JOB SAFETY

Section 1. General. It shall be the policy of the Employer 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 Employer. 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 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. See Chapter 316, Session Laws of 1983 regarding this matter.

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, in accordance with Minnesota Statute 176 on forms furnished by the Appointing Authority. 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.

Any medical examinations required by the Appointing Authority pursuant to this Article shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report.

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

Section 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 employees in other agencies.

ARTICLE 24

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.

Section 4. Chaplain's Housing Allowance. The Employer agrees to designate to chaplains the sum of \$7,200 of salary per year as a parsonage allowance. Chaplains working less than full time shall receive a pro-rata portion of the designated sum.

ARTICLE 25

WAGES

Section 1. Salary Ranges. The salary ranges for classifications covered by this Agreement shall be those contained by Appendix H. 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 13, 1983, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix H, 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 13, 1983, maximum rate set forth in Appendix H 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 12, 1983.

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 \$1000. 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 receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.
- C. Voluntary Demotion. An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.
- D. Demotion for Cause. An employee who is demoted for cause shall receive a salary rate within the range for the class to which he/she is demoted.
- 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 6. General Wage Adjustments. Effective July 13, 1983, all salary ranges and rates shall be increased by four (4) percent, rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix G(1). Employees shall convert to the new compensation grid as provided in Section 2.

Section 7. Second Year Wage Adjustment. Effective July 25, 1984, all salary ranges and rates for classes covered in this Agreement shall be increased by four and one-half (4.5) percent, rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in

Appendix G(2). Salary increases provided by this Section shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class.

Section 8. Pay Equity Adjustments. The Employer shall implement pay equity adjustments as provided for in M.S. 43A.05, Subd. 5 as provided in Appendix I, Pay Equity Adjustments.

Section 9. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different classification that is temporarily unoccupied for other than 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. When an employee is on a layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater.

Section 10. Shift Differential. Effective July 1, 1983, shift differential for employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be thirty-five cents (\$0.35) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

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

Section 11. 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 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.
- 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 26

CALL-IN, CALL BACK, ON-CALL

Section 1. Call Back. Any employee who is called in or called back to work by his/her supervisor outside 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 overlap, the employee shall be paid the appropriate overtime rate until his/her regular shift begins. An 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 27

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 28

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 flextime plan. Flextime plans in existence prior to the effective date of this Agreement may be continued. If the Appointing Authority determines to discontinue flextime plans, the Appointing Authority shall, upon request, discuss such change with the Association prior to implementation.

Section 2. 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 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 80 hours 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 an 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. 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 29

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 therefor, and shall allow the Association reasonable opportunity to express its views prior to placing them in effect. Work rules will be labelled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable.

ARTICLE 30

VOLUNTARY REDUCTION IN HOURS

The Appointing Authority may allow an employee to take an unpaid leave of absence if the Appointing Authority determines that the following conditions are met:

1. an existing or projected budget deficit exists;
2. granting an unpaid leave of absence would alleviate the projected budget deficit;
3. staffing needs can continue to be met; and
4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

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

ARTICLE 31

BARGAINING UNIT ELIGIBLE WORK TRAINEES

Section 1. Training Plans. Individuals appointed to work training programs (pre-service trainees) pursuant to M.S. 43A.21 shall have their terms and conditions of employment governed exclusively by the provisions of the approved training program submitted to the Department of Employee Relations by the affected operating department of State government.

Section 2. Benefits and Pay. Notwithstanding Section 1 above, such individuals shall be governed by the provisions of Article 11 Holidays, Article 10 Vacation Leave, Article 12 Sick Leave, and Article 21 Insurance of this Agreement. In addition, such individuals shall receive any general wage adjustment(s) provided for the class for which they are training.

ARTICLE 32

COMMITTEE ON CHILD CARE

The Association shall participate in a joint committee on child care established by the Employer and other exclusive representatives. The Committee shall include no more than two (2) representatives of the Association. The Committee shall have the following purposes:

1. establish a procedure to identify the child care needs of employees;
2. evaluate the adequacy of existing child care resources to meet those needs;
3. assess the feasibility of using existing State facilities for on-site child care centers; and
4. develop an information and referral program to assist employees in obtaining available child care.

The Committee shall establish a timetable to accomplish these purposes and shall submit to the parties a final report no later than December 31, 1983.

If determined to be feasible by the Employer, the Employer may establish a pilot child care program in the second year of the Agreement.

ARTICLE 33

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 34

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on August 22, 1983, subject to the acceptance of the Seventy-Third (73rd) 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, 1985.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than August 15th 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 22 day of August, 1983.

FOR THE ASSOCIATION

Michael Haney
President
Minnesota Association of
Professional Employees

FOR THE EMPLOYER

Nina Rothchild
Commissioner of Employee Relations

Lance Teachworth
State Labor Negotiator

Nancy Arneson McClure
Assistant State Negotiator

Lynelle Wood
Labor Relations Representative

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

<u>No. Hours Worked</u> <u>During Pay Period</u>	<u>0 thru</u> <u>5 years</u>	<u>After 5</u> <u>thru 8</u> <u>years</u>	<u>After 8</u> <u>thru 12</u> <u>years</u>	<u>After 12</u> <u>thru 20</u> <u>years</u>	<u>After 20</u> <u>thru 25</u> <u>years</u>	<u>After 25</u> <u>thru 30</u> <u>years</u>	<u>After</u> <u>30</u> <u>years</u>
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

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 - 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

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 Board 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
<u>Boxing Board</u>	<u>Statewide</u>
Capitol Area Architectural and Planning Board	Statewide
Chiropractic Examining Board	Statewide
Commerce	Statewide
Community College System	Statewide
Corrections	Each Community College and the System Office (including Computer Center) Institutions: (Thistledeew Camp Willow River Camp, MCF-Shakopee, MCF-Lino Lakes, MCF-Sauk Center, MCF-Red Wing, MCF-St. Cloud, MCF-Stillwater, Oak Park Heights) Central Office and Community Services
Council for Spanish Speaking Speaking People	Statewide
Council for the Handicapped	Statewide
Council on Black Minnesotans	Statewide
Dentistry Board	Statewide
Economic Security	Statewide
Education	Central Office Faribault Residential Schools (Braille and Deaf)
Electricity Board	Statewide
Energy and Economic Development, Department of	Reorganization in progress
Ethical Practices Board	Statewide
Finance	Statewide
Health	Statewide
Hearings Examiner	Statewide
Higher Education Coordinating Board	Statewide

State AgencySeniority Unit

Higher Education Facilities Authority	Statewide
Housing Finance Agency	Statewide
Human Rights	Statewide
Indian Affairs Intertribal Board	Statewide
Investment Board	Statewide
Iron Range Resources and Rehabilitation Board	Statewide
Labor and Industry	Statewide
Medical Examiners Board	Statewide
Military Affairs	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
Peace Officers Standards & Training Board	Statewide
Pharmacy Board	Statewide
Planning Agency	Statewide
Pollution Control Agency	Statewide
Podiatry Board	Statewide
Psychology Board	Statewide
Public Safety	Statewide
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 St. Peter State Hospital Willmar State Hospital DPW, Central Office
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide
State University System	Each University and the Central Office.
Tax Court	Statewide
Teachers Retirement Association	Statewide
Transportation	Statewide
Treasurer	Statewide
Veterans Affairs (Including Big Island Camp, Minneapolis Home, and Hastings Home.)	Statewide
Veterinary Medicine Board	Statewide
Vocational Technical Education, Board of	Statewide
Voyageur National Park Citizens	Statewide
Waste Management Board	Statewide

State Agency

Seniority Unit

Watchmaking Examiners Board
Water Commission Planning Board
Water Resources Board
Zoological Gardens

Statewide
Statewide
Statewide
Statewide

The Employer and the Association agree that the above-listed seniority units may be added to, subtracted from, merged, or eliminated.

APPENDIX E - INSURANCE

Employee Group Life & Health Care Program STATE OF MINNESOTA October 5, 1983

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

* * * * *

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

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

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

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

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

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

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

APPENDIX E (Cont.)

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

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

Employee Group Life &
Health Care Program

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
	(In-patient and clinical)	
	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
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OUT PATIENT EMERGENCY	100% coverage
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PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.
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EYE GLASSES	Available at reduced cost at participating optical stores.
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MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
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OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
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OUTPATIENT	Covered under out-patient mental health.
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SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
-----------------------	---

OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
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DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
-------------	--

PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	CMGHP provides conversion to a self pay CMGHP membership.
-----------------	---

**COORDINATED HEALTH
CARE**

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

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

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

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

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

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

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.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

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

Full plan level of benefits if in plan service area.

GROUP HEALTH PLAN
INC.

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

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

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

Member pays \$2 per prescription at HMOM participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMOM participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOM physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

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 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.

No restrictions.

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

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

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

**MEDCENTER HEALTH
PLAN**

**NICOLLET EITEL HEALTH
PLAN**

MED CENTER and NICOLLET EITEL Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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), and purchased at NEHP pharmacy.

\$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.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area MCHP provides conversion to non-group HMO membership in MCHP. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

**PHYSICIANS HEALTH
PLAN**

SHARE HEALTH PLAN

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

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

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

Discounts for eye glasses are available through participating optical centers.

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.

Same coverage as above.

80% coverage for emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident.

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.

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.

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

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

100% coverage for 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 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 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.

Available at a substantial discount through SHARE.

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 \$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.

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

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.

No restrictions.

Available through SHARE at same level of benefits for persons residing in the service 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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

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

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

GROUP HEALTH ASSOCIATION
OF NE MINNESOTA
See later brochure for specific
coverage.

HOSPITAL SERVICES**BLUE CROSS AND BLUE
SHIELD OF MINNESOTA****GENERAL ADMISSIONS**

Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

*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. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

**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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.

ANESTHESIOLOGY

90% 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 with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

**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.

Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

DULUTH
(218) 722-3371
ST. CLOUD
(612) 253-8300

MANKATO
(507) 345-4406
TWIN CITIES
(612) 456-5090

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

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

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

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

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

2. Spouse life insurance may be applied for in an amount not to exceed 50% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below*.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

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

ST. PAUL LIFE INSURANCE COMPANY

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

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

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

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

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage -- \$.59 per 2-week pay period. Cost per \$100 of coverage — \$1.18 per 2-week pay period.

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

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

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

* 10/5/83 rates not available at time of this printing.

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, P.A.
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Hoyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Hoyt-Lakes

Group Health Plan, Inc.
Phone: 623-8504

* 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

HMO LOCATIONS

* GROUP HEALTH RIVERSIDE MEDICAL CENTER
606 24th Ave. So., Minneapolis, MN

* GROUP HEALTH SAINT PAUL MEDICAL CENTER
Wabasha & Plato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 96 White Bear Lake, MN

* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Penncook Lane
Apple Valley, 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMOM)

HMOM provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 Zilla St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS

MERCY MEDICAL CENTER
4050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55441

RIDGEDALE MEDICAL CENTER
13911 Ridgedale Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Highway 7, Minnetonka, MN 55343

HOPKINS MEDICAL CENTER
47 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON MEDICAL CENTER
4200 W. Old Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BLDG.
Suite 206, 825 So. 8th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
4651 Nicols Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Exc. Blvd., St. Louis Park, MN

CLINIC

INVER GROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Inver Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3220 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 N. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 N. Ruth Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2579 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GORMAN CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Nicollet/Eitel Health Plan
Phone: 332-5360

CLINICS

BLOOMINGTON NICOLLET CLINIC
7901 Xerxes Ave. S.
Bloomington, Minnesota

BURNSVILLE NICOLLET CLINIC
38th and Nicollet
Burnsville, Minnesota

EAGAN NICOLLET CLINIC
Cedar Ave. & Cliff Road
Eagan, Minnesota

MINNEAPOLIS NICOLLET CLINIC
Franklin & Blaisdell Avenue
Minneapolis, Minnesota

RIDGEDALE NICOLLET CLINIC
494 & Hwy. 12
Minnetonka, 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 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 936-1200.

Share Health Plan
Phone: 854-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Nicollet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue No., Robbinsdale 55422

NORTH CLINIC, P.A.
Quirwood Lane & 62nd Place, Maple Grove 55441

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

UNITY HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL
6401 France Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

BETHESDA HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue No., Minneapolis, MN

(Insurance Plans)

APPENDIX F
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE)

BI-WEEKLY SENIORITY UNIT PERSONNEL TRANSACTIONS
(DO NOT INCLUDE EMPLOYEES WORKING LESS THAN 14 HRS/WK OR 67 DAYS/YR)

DEPARTMENT: _____

SENIORITY UNIT NAME: _____

DEPARTMENT CODE: _____

FOR PAYROLL PERIOD ENDING: _____

ADDITIONS TO SENIORITY UNIT

SOCIAL SECURITY #	NAME: LAST,	FIRST	M.I.	CLASS TITLE	WORK LOCATION	HOME ADDRESS

DELETIONS FROM SENIORITY UNIT

	CLASS TITLE	DELETION CODE*

NO ADDITIONS OR DELETIONS

THIS PAYROLL PERIOD

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 - 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: _____

Series A Ranges 1-30
Effective 7/13/83-7/24/84

[illegible]

Series A Ranges 1-30
Effective 7/13/83-7/24/84

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
A	16	YR	26,726	27,666	28,668	29,733	30,798	31,926	33,074	34,264	35,600	36,916	16
		MO	2227	2306	2389	2478	2567	2660	2756	2855	2967	3076	
		HR	12.80	13.25	13.73	14.24	14.75	15.29	15.84	16.41	17.05	17.68	
A	17	YR	27,666	28,668	29,733	30,798	31,926	33,074	34,264	35,600	36,916	38,252	17
		MO	2306	2389	2478	2567	2660	2756	2855	2967	3076	3188	
		HR	13.25	13.73	14.24	14.75	15.29	15.84	16.41	17.05	17.68	18.32	
A	18	YR	28,668	29,733	30,798	31,926	33,074	34,264	35,600	36,916	38,252	39,735	18
		MO	2389	2478	2567	2660	2756	2855	2967	3076	3188	3311	
		HR	13.73	14.24	14.75	15.29	15.84	16.41	17.05	17.68	18.32	19.03	
A	19	YR	29,733	30,798	31,926	33,074	34,264	35,600	36,916	38,252	39,735	41,113	19
		MO	2478	2567	2660	2756	2855	2967	3076	3188	3311	3426	
		HR	14.24	14.75	15.29	15.84	16.41	17.05	17.68	18.32	19.03	19.69	
A	20	YR	30,798	31,926	33,074	34,264	35,600	36,916	38,252	39,735	41,113	42,553	20
		MO	2567	2660	2756	2855	2967	3076	3188	3311	3426	3546	
		HR	14.75	15.29	15.84	16.41	17.05	17.68	18.32	19.03	19.69	20.38	
A	21	YR	31,926	33,074	34,264	35,600	36,916	38,252	39,735	41,113	42,553	44,099	21
		MO	2660	2756	2855	2967	3076	3188	3311	3426	3546	3675	
		HR	15.29	15.84	16.41	17.05	17.68	18.32	19.03	19.69	20.38	21.12	
A	22	YR	33,074	34,264	35,600	36,916	38,252	39,735	41,113	42,553	44,099	45,706	22
		MO	2756	2855	2967	3076	3188	3311	3426	3546	3675	3809	
		HR	15.84	16.41	17.05	17.68	18.32	19.03	19.69	20.38	21.12	21.89	
A	23	YR	34,264	35,600	36,916	38,252	39,735	41,113	42,553	44,099	45,706	47,314	23
		MO	2855	2967	3076	3188	3311	3426	3546	3675	3809	3943	
		HR	16.41	17.05	17.68	18.32	19.03	19.69	20.38	21.12	21.89	22.66	
A	24	YR	35,600	36,916	38,252	39,735	41,113	42,553	44,099	45,706	47,314	49,026	24
		MO	2967	3076	3188	3311	3426	3546	3675	3809	3943	4086	
		HR	17.05	17.68	18.32	19.03	19.69	20.38	21.12	21.89	22.66	23.48	
A	25	YR	36,916	38,252	39,735	41,113	42,553	44,099	45,706	47,314	49,026	50,822	25
		MO	3076	3188	3311	3426	3546	3675	3809	3943	4086	4235	
		HR	17.68	18.32	19.03	19.69	20.38	21.12	21.89	22.66	23.48	24.34	
A	26	YR	38,252	39,735	41,113	42,553	44,099	45,706	47,314	49,026	50,822	52,659	26
		MO	3188	3311	3426	3546	3675	3809	3943	4086	4235	4388	
		HR	18.32	19.03	19.69	20.38	21.12	21.89	22.66	23.48	24.34	25.22	
A	27	YR	39,735	41,113	42,553	44,099	45,706	47,314	49,026	50,822	52,659	54,580	27
		MO	3311	3426	3546	3675	3809	3943	4086	4235	4388	4548	
		HR	19.03	19.69	20.38	21.12	21.89	22.66	23.48	24.34	25.22	26.14	
A	28	YR	41,113	42,553	44,099	45,706	47,314	49,026	50,822	52,659	54,580		28
		MO	3426	3546	3675	3809	3943	4086	4235	4388	4548		
		HR	19.69	20.38	21.12	21.89	22.66	23.48	24.34	25.22	26.14		
A	29	YR	42,553	44,099	45,706	47,314	49,026	50,822	52,659	54,580			29
		MO	3546	3675	3809	3943	4086	4235	4388	4548			
		HR	20.38	21.12	21.89	22.66	23.48	24.34	25.22	26.14			
A	30	YR	44,099	45,706	47,314	49,026	50,822	52,659	54,580				30
		MO	3675	3809	3943	4086	4235	4388	4548				
		HR	21.12	21.89	22.66	23.48	24.34	25.22	26.14				

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Series A Ranges 1-30
Effective 7/25/84-6/30/85

[illegible]

Series A Ranges 1-30
Effective 7/25/84-6/30/85

[illegible]

APPENDIX H

(Class Assignments to Grids)

APPENDIX I - PAY EQUITY ADJUSTMENTS

<u>Class Code</u>	<u>Class Title</u>	<u>6/30/83 Comp. Code</u>	<u>7/13/83 Comp. Code</u>	<u>7/25/84 Comp. Code</u>
	*College Center Program Coordinator	4G	4H	4I
	*Community Services Program Specialist 1	4G	4H	4I
	Community Services Program Specialist 2	7I	8I	8I
	Correctional Institution Education Advisor	10I	11I	11I
	*Corrections Behavior Therapist	4G	4H	4I
	Dental Hygiene Program Supervisor	10I	10I	11I
	Dietitian 1	7I	9I	10I
	*Election Procedures Advisor	4G	4H	4I
	*Employee Development Specialist 1	4G	4G	4H
	Employee & Training Program Specialist 2	7I	8I	8I
	*Health Program Representative	4G	4G	4H
	Health Services Analyst 2	7I	8I	9I
	Institution Community Relations Coordinator	7I	7I	9I
	Librarian	6I	7I	8I
	Librarian, Senior	9I	10I	11I
	Medical Technologist 1	5I	6I	6I
	*Music Therapist	4G	4H	4I
	Nutritionist	9I	10I	11I
	*Occupational Therapist	7I	7I	7J
	*Occupational Therapist, Senior	9I	9J	9J
	*Physical Therapist 2	9I	9J	9J
	*Speech Pathologist	4G	4H	4I
	Volunteer Educ. Technician Updating Specialist	10I	11I	11I
	*Volunteer Services Coordinator	4G	4H	4I

Except as noted in this Appendix, all employees in the classes listed above shall convert, on the appropriate date, to the same relative step in the new salary range as they held in the old salary range in addition to the salary adjustments provided by Article 25, Section 6.

- * Employees in these classes shall receive a one-step in range salary increase on the same date that the compensation code changed. This in-range adjustment shall not change the employee's anniversary date or the effective date of the employee's next progression increase.

APPENDIX J

A. STATE AUDITOR'S OFFICE

CPA EXAMINATION

The provisions of the Master Agreement are supplemented as follows:

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 classes Local Government Auditor, Local Government Auditor Intermediate, Local Government Auditor Senior, Local Government Auditor, Principal, Local Government Auditor Director who pass all four parts of the CPA examination.

B. DEPARTMENT OF CORRECTIONS

LAYOFF AND RECALL

Article 17, Section 2(C) of the Master Agreement shall be supplemented and/or modified as follows:

- C. Layoff Notification. Layoffs which are necessary shall be on the basis of inverse Classification Seniority within the class/class option and employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time or intermittent) within the institution in which the position is to be eliminated. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class/class option, and employment condition within the institution in which the position is to be eliminated.

The remaining provisions of Article 17 of the Master Agreement shall apply.

C. COMMUNITY COLLEGE SYSTEM

VACATION LEAVE

Article 10 of the Master Agreement shall be modified as follows:

Community College Administrative Assistants 1 and 2 and Community College Program Directors 1 and 2 shall earn seven (7) hours of vacation leave per payroll period unless their length of service warrants a higher accrual rate in accordance with above.

D. DEPARTMENT OF ECONOMIC SECURITY

VACANCIES, FILLING OF POSITIONS

Article 16, Sections 3 and 4 of the Master Agreement shall be supplemented and/or modified as follows:

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 a minimum of (ten) 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 bid on such vacancy by submitting a bid 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 seven (7) calendar days, may submit bid for individual vacancies posted during his/her absence. The advance bid shall indicate the division, section, classification/class option, employment condition and location of the individual position. Such advance bid 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 bid shall be considered for the vacancy based upon, (but not limited to), the employee's ability to perform the job, the employee's qualifications to perform the job, the employee's current workload, and the employee's Classification Seniority and may be appointed to the opening prior to filling the vacancy through other means. All employees who submitted a bid shall be notified in a timely manner of the acceptance or rejection of their bid. If the vacancy is not filled by this method, then it shall be filled pursuant to Article 16, Section 4(A) and (B) of the Master Agreement.

LAYOFF AND RECALL

Article 17, Section 2(C) of the Master Agreement shall be supplemented and/or modified as follows:

Within a particular office, seasonal employees shall be laid off prior to the layoff of unlimited employees within the same class. If, after the layoff of the seasonal employees, layoffs are still necessary, such layoffs shall be made pursuant to this Supplement and the Master Agreement.

If employees are to be recalled, the Appointing Authority shall determine the employment condition in which employees are to be recalled. Such recall shall be made pursuant to Article 16, Section 4(A).

Article 17, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

For employees in the Job Service Division, Minneapolis and St. Paul areas, the following shall apply:

The employee(s) receiving notice of layoff shall be placed in 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 the Minneapolis area if the employee's current work location is within the Minneapolis area or within the St. Paul area if the employee's current work location is within the St. Paul area. 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 the Minneapolis area/St. Paul area, whichever is applicable; 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 within the Minneapolis area/St. Paul area, whichever is applicable.

For employees not in the Job Service Division, Minneapolis and St. Paul areas, the following shall apply:

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 fifteen (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 within fifteen (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 within fifteen (15) miles of the employee's current work location.

For all employees, the remaining provisions of Article 16 of the Master Agreement shall apply.

E. DEPARTMENT OF HEALTH

CALL-IN, CALL-BACK, ON-CALL

Article 26, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

The providing of information by telephone will not be considered as call back.

Article 26, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

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

Environmental health personnel who volunteer to carry paging devices and be on-call to respond to nuclear emergencies shall be compensated at a flat rate of \$55.00 per week of assigned on-call duty.

Disease prevention and control personnel who volunteered to carry paging devices and be on-call to respond to communicable disease emergencies shall be compensated at a flat rate of \$90.00 per week of assigned on-call duty.

F. DEPARTMENT OF PUBLIC SAFETY

PROFESSIONAL DUES

Article 6, Section 6 of the Master Agreement shall be modified as follows:

In each fiscal year, the Appointing Authority shall 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.

BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE LABORATORY

ON-CALL

Article 26, Section 2 of the Master Agreement shall be modified as follows:

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 receive eight (8) hours of overtime compensation for being in on-call status for the week-end for the purpose of serving on a crime scene processing team. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

DIFFERENTIAL

Article 25 of the Master Agreement shall be supplemented and/or modified as follows:

The classifications of Crime Lab Analyst 1, 11, and 111, and Identification Officer shall be granted the 1% differential on rates of pay which was established by Laws of 1977, Chapter 452, Section 30, to implement the arbitrator's award from the 1977-1979 contract.

G. DEPARTMENT OF REVENUE

HOURS OF WORK AND OVERTIME

Article 28, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in a Tax Examiner job classification who are assigned to an out-of-State audit assignment shall receive eight (8) hours of compensatory overtime for each such assignment if:

1. The assignment includes at least 9 consecutive working days; and
2. The employee is required to be away from home at least one (1) full weekend.

This compensatory overtime shall be administered and liquidated in accordance with all applicable provisions of Article 28, Section 6 of the Master Agreement.

APPENDIX K - PROHIBITION OF SEXUAL HARASSMENT

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

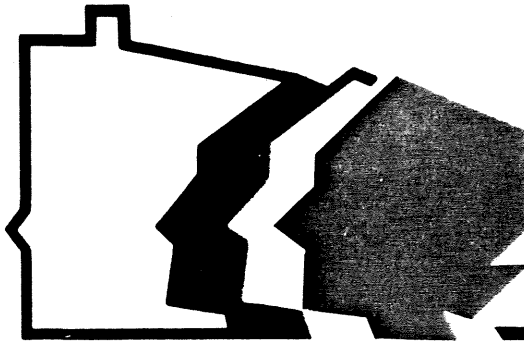
- 1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- 2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- 3) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment; and the Employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Sexual harassment complaints shall be processed pursuant to the Appointing Authority's affirmative action complaint procedure. The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Association participation at the request of the complaining employee and that each agency affirmative action officer/designee shall inform a complaining party of this right. Further, the Employer and Association agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

- 1) When a complaint of sexual harassment is initiated, a notice of a complaint in progress shall be sent by the affirmative action officer to the Association unless the complaining employee requests that the Association not be notified. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority shall conduct a preliminary investigation within two calendar days or reasonable extension thereof. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.
- 2) Within the time limits set forth in the affirmative action complaint procedures, but not to exceed thirty (30) days, the Appointing Authority shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Association's involvement in the complaint, the Association's representative as well as the complainant shall be provided a written summary of the finding and resolution. The Association and Employer agree that reprisal against the complaining employee or a witness is prohibited.

The provisions of this Appendix are not subject to the provisions of Article VIII of the Master Agreement between the Association and the Employer except that the Association may grieve the initial implementation of the complaint procedure found in the Appendix.

**State of
Minnesota**



DEPARTMENT OF EMPLOYEE RELATIONS

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

April 5, 1984

Senator Tom Nelson, Chairman
Legislative Commission on Employee Relations
State Capitol
St. Paul, Minnesota 55155

Dear Senator Nelson:

I am submitting herewith the 1983-85 negotiated collective bargaining agreement between the State of Minnesota and the State Residential School's Education Association for review and approval of the legislature. This contract covers State employee bargaining unit 15.

The contract has been ratified by the members of the bargaining unit and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Additionally, I have enclosed a summary of the economic costs and the salary/fringe benefit provisions of the contract.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Lance Teachworth". The signature is written in dark ink on a white background.

Lance Teachworth
Deputy Commissioner
Labor Relations Bureau

LT:cm

Enclosure

SUMMARY OF SALARY, INSURANCE AND
OTHER BENEFIT PROVISIONS WITH
STATE RESIDENTIAL SCHOOL'S EDUCATION ASSOCIATION
1983-85 AGREEMENT

SALARY

Wages: 3.76% ATB, effective 7/1/83
 4.06% ATB, effective 7/1/84

Shift Differential: Increased from \$.30 to \$.35/hour

Extra-Curricular: Increased by 5% all extra-curricular rates

INSURANCE

Changed eligibility for State-paid insurance so that part-time and seasonal employees who are employed on at least a 50% time basis and who would not otherwise be eligible may enroll in the State plans at their own expense.

Continued existing insurance benefits and deductibles, except that out-patient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

Reimbursement at 80% of charges
until employee has incurred out-of-
pocket expenses of \$1,000 lifetime

100% reimbursement for all charges
after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but
employee must incur \$1,000 out-of-
pocket expenses per year before
receiving 100% reimbursement

State will continue to pay employee and dependent insurance premium up to the Blue Cross/Blue Shield premium. Employees must pay the difference for higher priced carriers.

Provided for two other cost containment plans within BC/BS plan:

- a) Hospital Aware. Metropolitan area preferred hospital plan.
- b) Physician's Aware. A preferred provider plan covering physicians.

Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).

Added additional categories of State-paid term life insurance of \$35,000 for employees earning \$30,001 to \$35,000 per year and \$40,000 for employees earning over \$35,000 per year.

Dental insurance: no changes, State continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.

OTHER BENEFITS

Vacation Leave

Added two additional vacation accrual rates:

- | | | |
|--|----|--|
| 1) employees with 26-30 years of service | -- | increased accrual from 8 to 8 1/2 hours per payroll period |
| 2) employees with more than 30 years service | -- | increased accrual from 8 to 9 hours per payroll period |

Sick Leave

Changed usage of sick leave to allow 5 days per fiscal year, cumulative, to attend to spouse, parent, spouse's parent, minor child or ward living outside of household, where such attendance is necessary.

Leaves of Absence

Provided for discretionary 2-5 year unpaid extended leave where employee may continue participation in group insurance plans but must pay full premium costs during leave.

Early Retirement Incentive

Provided for an early retirement incentive for members of the Corrections Early Retirement Plan. Employees receive the State-paid portion of medical and dental benefits for themselves and dependents if they opt to retire before required.

Department of Employee Relations, 4/5/84

I. Bargaining Unit Composition:

Unit 15 - Special Teachers

II. Exclusive Representative:


State Residential School's Education Association

III. Fiscal Analysis:

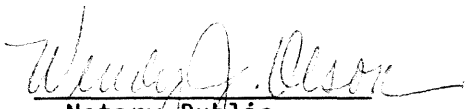
All Funds

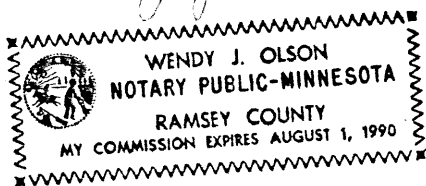
<u>Cost Item</u>	<u>Biennial Base</u>	Biennial <u>New Money</u>
Salary	\$12,465,058	\$ 988,063
FICA + Retirement	1,840,726	179,392
Insurance	<u>739,526</u>	<u>71,280</u>
TOTAL	\$15,045,310	\$1,238,735

I hereby certify that the Agreement between the State Residential School's Education Association and the State of Minnesota for State Bargaining Unit 15 has been approved by the Association.


Judith Schaubach
President

Dated this 5th day of April, 1984.


Notary Public



LABOR AGREEMENT
BETWEEN THE
STATE OF MINNESOTA
AND THE
STATE RESIDENTIAL SCHOOL'S EDUCATION ASSOCIATION

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ARTICLE I

PREAMBLE

This Agreement is made and entered into this 5th day of April, 1984, 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 Appointing Authority for reasonable expenses the Appointing Authority 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 certification.

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 on the form provided in Appendix I 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,

disability, status with regard to public assistance, sex, marital status, political affiliation, sexual orientation 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, disability, status with regard to public assistance, sex, marital status, political affiliation, sexual orientation or any other class or group distinction, as set forth by federal and state anti-discrimination laws.

Section 3. Jurisdiction. Jurisdiction for the enforcement of anti-discrimination laws referred to in Section 1 and 2 hereof, that do not involve the application of the terms of this agreement, is vested solely in various state and federal agencies and the courts. Discrimination complaints regarding the application of the terms of this agreement shall be subject to the grievance procedure.

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.

Section 6. Sexual Harassment. It is agreed by the Employer and the Association that all employees have a right to a workplace free of verbal and/or physical sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:

- 1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- 2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- 3) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment; and the Employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Sexual harassment complaints shall be processed pursuant to the Appointing Authority's affirmative action complaint procedure. The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to

Association participation at the request of the complaining employee and that each agency's affirmative action officer/designee shall inform a complaining party of this right.

Further, the Employer and the Association agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

- 1) When a complaint of sexual harassment is initiated, a notice of a complaint in progress shall be sent by the affirmative action officer to the Association unless the complaining employee requests that the Association not be notified. If in filing a complaint an employee states that he/she is unable to function in the worksite from which the complaint arose, the Appointing Authority shall conduct a preliminary investigation within two (2) calendar days or a reasonable extension thereof. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.
- 2) Within the time limits set forth in the affirmative action complaint procedures, but not to exceed thirty (30) days, the Appointing Authority shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Association's involvement in the complaint, the Association's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Association and Employer agree that reprisal against a complaining employee or a witness is prohibited.

The provisions of this Section are not subject to the provisions of Article XVI, Grievance Procedure, of this Agreement. Unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within six (6) months of the occurrence of the alleged harassment.

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 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-1 of the Agreement for employees in the Department of Public Welfare and Department of Corrections and on the form provided in Appendix A-2 for employees in the Department of Education. Should the Department of Employee Relations modify the form found in Appendix A-1 and/or should the Department of Education modify the form found in Appendix A-2, the revised form(s) shall supercede the form(s) contained in Appendices A-1 and/or A-2.
- 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 nine (9) months of continuous service in the bargaining unit in a particular facility. Up to six (6) months service in temporary, provisional, emergency 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 nine (9) months service requirement shall be broken by resignation, termination, or 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. Transfer. Employees shall not be involuntarily transferred from one facility to another.

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, except that an employee who transfers to another facility due to the elimination of a position shall retain his/her seniority. 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.

For the purposes of computing seniority for less than full-time employees at the St. Peter Security Hospital, working hours shall be determined by adding the number of hours worked for the State of Minnesota to the number of hours worked under other qualified programs administered by or funded by agencies other than the Appointing Authority, provided that these hours are worked at the employee's usual work station. Other qualified programs shall include, but not be limited to: Title I, Title III, DVR Education Services, DPW Educational Consultant Services and School District homebound programs.

- 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 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.
- 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.

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 file.

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.

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.

Step 1. Informal. 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 2. Appointing Authority. 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 may meet with the grievant(s) and/or Association representative and endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the parties, the Chief Executive Officer or designee shall serve a written answer to the grievance upon the grievant(s) and Association.

Step 3. Commissioner. 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 4. 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.

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 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.
- 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 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.
- H. Extended Leave: At the discretion of the Appointing Authority, an extended leave of absence of at least two (2) but no more than five (5) years may be granted to an employee with at least ten (10) years of State service in the bargaining unit since his/her last date of appointment. Such leave may be extended to no more than five (5) years with agreement of the Appointing Authority.

An employee may return to employment before the expiration date of an extended leave provided that the employee notifies the Appointing Authority, in writing, of such intent six (6) months prior to the date of return.

An employee may be granted only one leave pursuant to this section in his/her career with the State of Minnesota.

The time spent by an employee on an extended leave pursuant to this section shall not be included in step progression upon return from the leave. Any credits earned by an employee on an extended leave pursuant to this section shall not be applied toward the employee's lane placement for a length of time equal to the length of the leave.

For insurance purposes, an employee on an extended leave pursuant to this section, may continue participation in the group insurance plan found in Article XXI, provided that the employee bears the full premium costs during the leave.

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.

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 paragraph 1 above, with the exception of an extended leave, an employee may return to employment at any time prior to the expiration of the leave with the agreement of the Appointing Authority.

Subject to paragraph 1 above, the return of an employee to employment prior to the expiration date of an extended leave shall be governed by the conditions set forth in Section 4H of this Article.

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, effective July 13, 1983:

<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	7 1/2 working hours
After 20 through 25 years	8 working hours
After 25 through 30 years	8 1/2 working hours
After 30 years	9 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 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; by illness of his/her spouse, minor children, wards, or parent and spouse's parent not living in the same household, up to a cumulative maximum of five (5) working days per fiscal year, 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.

Effective July 1, 1983, any employee whose attendance was necessitated by the illness of his/her spouse, minor children, wards, parent or spouse's parent, not living in the same household, and who took annual or personal leave for this purpose, may convert such annual or personal leave to sick leave up to a cumulative maximum of five (5) working days, provided the employee notifies the Appointing Authority, in writing, of the desire to change his/her leave status no later than May 15, 1984.

- 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 Braille 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 Braille 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 (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
\$25,001-\$30,000	\$30,000	\$30,000
\$30,001-\$35,000	\$35,000	\$35,000
over \$35,000	\$40,000	\$40,000

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

Up to \$105,000 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 \$3,000 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. Employer Contribution for Health Insurance. The Employer agrees to offer during the life of this Agreement, Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in

existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

For the period July 1, 1983 through October 4, 1983, the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

- A. Employee Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Blue Cross and Blue Shield monthly premium, or the monthly premium of the carrier covering the employee toward the cost of employee health coverage.
- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total dependent Blue Cross and Blue Shield monthly premium, or the monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations, a fee-for-service health plan, a Preferred Provider Organization or any other plan offered by the Employer. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

Subd. 1. The medical/surgical benefit shall pay ninety percent (90%) of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.

Subd. 2. After an annual out of pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.

Subd. 3. In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 2 herein when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.

Subd. 4. As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer shall subscribe to and implement the plan.

Subd. 5. The Employer shall contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed hospice.

Subd. 6. The Employer shall contract with the fee-for-service carrier to reimburse employee costs in accordance with the carrier contract when the employee or dependent is confined to a licensed birthing center.

Section 3. Employer Contribution for Dental Insurance.

- A. Employee Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the monthly premium of the dental carrier covering the employee toward the cost for employee dental coverage.
- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of one-half (1/2) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost for dependent dental coverage.

Eligible employees may select coverage under a fee-for-service dental plan offered by the Employer 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, medical, and dental 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 Section 2 above during each year of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period during the first year shall commence on October 17, 1983. The open enrollment period during the second year shall commence on or before September 1, 1984. For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages made during the first open enrollment period shall become effective November 30, 1983. Changes in coverages made during the second open enrollment period shall become effective at the beginning of the payroll period nearest to October 1, 1984. Changes in coverages made during the retirement open enrollment period shall become effective on the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages provided under Section 3 above during the first year of the Agreement, lasting a minimum of thirty (30) calendar days, commencing on October 17, 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 twelve (12) 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 Sightseeing School who work at least three-quarter time for the nine month academic year shall be eligible for state paid insurance benefits.

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

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, re-employment or rehire 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.

Section 9. Corrections Early Retirement Incentive. Employees who have attained the age of fifty-five (55) years and not yet sixty-five (65) years on or before December 31, 1983 who are covered by the Corrections Early Retirement Plan may opt during the period from October 6, 1983 through December 31, 1983 for an Early Retirement Incentive.

Additionally, any employee who attains the age of fifty-five (55) after December 31, 1983, and before the expiration of the Agreement and who is covered by the Corrections Early Retirement Plan may opt for the Early Retirement Incentive by retiring on his/her fifty-fifth (55th) birthday, or on the work day closest to said birthday.

These employees shall receive the State-paid portion of medical and dental insurance benefits for themselves and their dependents until the employees attain the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of this Article, but shall be provided with medical and dental insurance coverage which the employee was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent agreement.

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.

Section 10. Association/Employer Study Committee on Insurance. The Association and the Employer agree to meet and study insurance issues including but not limited to the effectiveness/efficiency of the State's insurance program, alternative types of insurance coverage, flexibility and equality in insurance, and joint insurance bargaining with other exclusive representatives.

The Committee shall be composed of two (2) representatives from the Association and two (2) representatives from the Employer. The Committee shall investigate the above-stated subject matter and shall report back to both the Association and the Employer by November 1, 1984.

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 7-1-83

Appendix E - Salary Schedule effective 7-1-84

Employees who have separated from State service from July 1, 1983, through the effective date of ratification of this Agreement by the Legislature shall be eligible for retroactive wages upon written request to the Department of Employee Relations submitted no later than May 15, 1984. The parties agree that the Employer is under no obligation to contact separated former employees under this provision.

Section 2. Conversion. Effective July 1, 1983, all employees shall be assigned to the same relative salary step within the salary range for their respective lane.

Section 3. Shift Differential. Effective July 1, 1983, the shift differential for employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be thirty-five cents (\$.35) per hour for such 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. These adjustments do not affect the anniversary date for determining annual salary adjustments.

When requesting a lane change, the employee agrees to note, on the lane change request form, under which criterion or criteria listed in Section 6, Subdivision A (1) and/or (2) of this Article such request is being made. The Appointing Authority agrees to respond in a timely manner to an employee's

request for a lane change and, when such request is denied, to inform the employee, on the lane change request form, the reason(s) for such denial. 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."
- 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 G of this Agreement. When requesting credit approval, the employee must note on the above mentioned form under which criterion or criteria listed in Section 6, Subdivision A (1) and/or (2) above such request is being made. The Appointing Authority agrees to respond in a timely manner to an employee's request for credit approval and, when such request is denied, to inform the employee, on the credit approval form, the reason(s) for such denial.

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 met, 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 Appointing Authority 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 (Effective July 1, 1983).

	<u>Pay Per Academic Season</u>
Athletic Director	1,575.00
Assistant Athletic Director	525.00
Varsity Head Coaches*	1,260.00
Varsity Assistant Coaches*	892.50
"C" Team Head Coaches*	630.00
"C" Team Assistant Coaches*	525.00

Pay Per Academic Season

Sponsor Varsity Cheerleaders	682.50
Sponsor "C" Team Cheerleaders	472.50
Sponsor Senior Class	367.50
Sponsor Junior Class	315.00
Sponsor Sophomore Class	210.00
Director Yearbook Printing	315.00
"Companion" Editor	315.00
Drama Head	735.00
Drama Assistant	420.00
Junior National Association for Deaf	315.00
Activity Sponsors (for other than listed, school sponsored, competitive events. Broomball, beepball, etc.)	
Home Events	10.50/hr.**
Away Events	105.00/day***
Other Workers (scorers, times, etc.)	5.25/hr.

* For football, basketball, volleyball, track, wrestling 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-seven (27) cents per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of twenty-one (21) cents per mile on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. 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, within the State of Minnesota shall be:

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

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

Breakfast	\$ 6.00
Lunch	\$ 7.00
Dinner	\$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 4,500, 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 550.00 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.

Section 3. Safety Equipment. The Appointing Authority agrees to provide and maintain, without cost to the employee, such safety equipment and protective equipment as is required as a condition of employment by the Appointing Authority or OSHA.

Section 4. Accident Reports. All employees who are injured or 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 form 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 immediately. The Appointing Authority shall provide assistance to employees in filling out any necessary Workers' Compensation forms, when requested.

ARTICLE XXXI

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 XXXII

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 XXXIII

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 XXXIV

DURATION

This Agreement shall become effective upon legislative ratification unless otherwise explicitly noted in the Agreement, and shall remain in full force and effect through the thirtieth day of June, 1985. 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 5TH day of April, 1984.

FOR THE ASSOCIATION

Steve Wasserman

Judith Krautach

FOR THE EMPLOYER

Uelia Rodriguez

Lance Teachworth

David Abrams

State of
Minnesota**PERFORMANCE REVIEW**PE-00072-02
(8-83)

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. This data is considered private according to Administrative Procedure 20. It may only be released to individuals described therein.

EMPLOYEE'S NAME		AGENCY/DIVISION	
CLASSIFICATION TITLE	WORKING TITLE (if different)	POSITION CONTROL NUMBER	
APPRAISAL PERIOD	DATE PERFORMANCE INDICATORS ESTABLISHED	DATE REVIEWED WITH EMPLOYEE	

A. EVALUATION OF RESPONSIBILITIES identified in the employee's position description. Rate each principal responsibility using the appropriate evaluation factors of quantity, quality and time. If a factor is inappropriate for measuring the employee's performance of a given responsibility, cross out that factor. 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. or OBJ. No.	PRIORITY	% OF TIME	EVALU- ATION FACTORS	LEVELS OF PERFORMANCE					COMMENTS
				Below Standards	Minimally Meets Standards	Fully Meets Standards	Exceeds Standards	Greatly Exceeds Standards	
1			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
2			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
3			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
4			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
5			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
6			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
7			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
8			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
9			QUANTITY QUALITY TIME	() () ()	() () ()	() () ()	() () ()	() () ()	
10			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.

Performance Appraisal

Employee's Name

Activity Title

Program/Division

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.

A Description of Performance

Appraisal Period

to

For each Objective from the employee's Annual Work Plan or for each Responsibility listed in the employee's Position Description, describe the employee's performance in terms of quantity, quality, time or other performance indicators.

[illegible]

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 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	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	1-3/4	1-3/4
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39 1/2, but less than 49 1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79 1/2	4	5	7	7-1/2	8	8-1/2	9

X D
SPECIAL TEACHER SALARY SCHEDULE
Effective Date: July 1, 1983

Range	ACADEMIC ACHIEVEMENT	1	2	3	Steps 4	5	6	7	8	9	10	11	12	13
1A	Without a valid Minnesota Teacher's license.	1216 (6.99)	1258 (7.23)	1295 (7.44)	1335 (7.67)	1373 (7.89)	1411 (8.11)	1449 (8.33)	1491 (8.57)	1529 (8.79)	1568 (9.01)	1603 (9.21)	1644 (9.45)	
1V	Without a valid Minnesota Vocational Instructor's license.	1484 (8.53)	1538 (8.84)	1596 (9.17)	1651 (9.49)	1707 (9.81)	1761 (10.12)							
2A	BA/BS plus a valid Minnesota Teacher's license.													
2V	Valid Minnesota Vocational Instructor's license.	1601 (9.20)	1684 (9.68)	1768 (10.16)	1853 (10.65)	1935 (11.12)	2018 (11.60)	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	
3A	BA and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1684 (9.68)	1768 (10.16)	1853 (10.65)	1935 (11.12)	2018 (11.60)	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	2603 (14.96)	
3V	Five Year Vocational Instructor's license.													
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.	1765 (10.16)	1853 (10.65)	1935 (11.12)	2018 (11.60)	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	2603 (14.96)	2687 (15.44)	
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.	1853 (10.65)	1935 (11.12)	2018 (11.60)	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	2603 (14.96)	2687 (15.44)	2770 (15.92)	
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.	1935 (11.12)	2018 (11.60)	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	2603 (14.96)	2687 (15.44)	2770 (15.92)	2852 (16.39)	2935 (16.87)

APPEN. (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.	2018 (11.60)	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	2603 (14.96)	2687 (15.44)	2770 (15.92)	2852 (16.39)	2935 (16.87)	3021 (17.36)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	2102 (12.08)	2184 (12.55)	2269 (13.04)	2352 (13.52)	2436 (14.00)	2518 (14.47)	2603 (14.96)	2687 (15.44)	2770 (15.92)	2852 (16.39)	2935 (16.87)	3021 (17.36)	3104 (17.84)

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.	2100 (12.07)	2187 (12.57)	2272 (13.06)	2361 (13.57)	2448 (14.07)	2535 (14.57)	2620 (15.06)	2709 (15.57)	2796 (16.07)	2883 (16.57)	2968 (17.06)	3055 (17.56)	3144 (18.07)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	2187 (12.57)	2272 (13.06)	2361 (13.57)	2448 (14.07)	2535 (14.57)	2620 (15.06)	2709 (15.57)	2796 (16.07)	2883 (16.57)	2968 (17.06)	3055 (17.56)	3144 (18.07)	3231 (18.57)

APPENDIX F

REQUEST FOR LANE CHANGE

Employee Name: _____

Lane being applied for: _____

Courses to be applied for lane change and criterion or criteria under which request being made (refer to Article XXIII, Section 6, Subd. A(1) and/or (2)): (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 If Not Approved: _____

Appointing Authority or Designee

Date Approved

APPENDIX G

REQUEST FOR APPROVAL OF CREDIT

Employee Name: _____

College, University, or Sponsor: _____

Department: _____

Course or program and criterion or criteria under which request being made
(refer to Article XXIII, Section 6, Subd. A(1) and/or (2)):

Title: _____

Date(s): _____

Number of Credits: _____

Course or Program Description: _____

Explain the value of this course or program to the Institution's Education
Program, if applicable: _____

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, If Not Approved: _____

Appointing Authority or Designee

Date Approved

APPENDIX H

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 _____

BARGAINING UNIT PERSONNEL TRANSACTIONS

(Do not include employees working less than 14 hours/week or 100 days/year.)

Department: _____

For payroll period ending: _____

ADDITIONS TO BARGAINING UNIT

SOCIAL SECURITY #	NAME: LAST,	FIRST,	M.I.	HOME ADDRESS	WORK LOCATION

DELETIONS FROM BARGAINING UNIT

NAME: LAST,	FIRST,	M.I.

Signature

Title

Date

UNIT 16
SUPERVISORY

SUMMARY OF SALARY AND BENEFIT PROVISIONS AGREEMENT
WITH
MIDDLE MANAGEMENT ASSOCIATION

SALARY

General Wage Adjustment

- 7/1/83: 4% across-the-board.
- 7/1/84: 4.5% across-the-board

Pay Equity Adjustments

Pay equity adjustments for female dominated classifications granted 7/1/83 and 7/1/84 in accord with M.S. 43A.05, Subd. 5. (See attached list and fiscal data.)

Other

- Provided inequity adjustments for 13 classifications.
- Retained current progression and achievement award system.

INSURANCE AND BENEFITS

- Changed eligibility for state-paid insurance so that employees working between 50%-75% time receive one-half of state's insurance premium contribution.
- Continued existing insurance benefits and deductibles, except that outpatient nervous, mental and chemical dependency treatment was changed as follows:

Old Plan

-Reimbursement at 80% of charges until employee has incurred out-of-pocket expenses of \$1,000 lifetime

-100% reimbursement for all charges after \$1,000 lifetime out-of-pocket

New Plan

Same reimbursement schedule, but employees must incur \$1,000 out-of-pocket expenses per year before receiving 100% reimbursement

- State will continue to pay employee insurance premium up to the Blue Cross/Blue Shield premium, and 90% of the BC/BS premium for dependent coverage. Employees must pay the difference for higher priced carriers.
- Provided for two other cost containment plans within BC/BS plan:
 - a) Hospital Aware. Metropolitan area preferred hospital plan.
 - b) Physician's Aware. A preferred provided plan covering physicians.

- Adopted a Usual, Customary and Reasonable surgical schedule (90%-10% co-pay).
- Added additional categories of state paid term life insurance of \$30,000 for employees earning \$25,000 to \$30,000 per year and \$35,000 for employees earning over \$30,000 per year.
- Dental insurance: no changes, state continues to pay premium for employee coverage and one-half of the dependent premium, not to exceed the Delta Dental rate.
- Added two additional vacation accrual rates:
 - 1) Employees with 25-30 years of service -- increased accrual from 8 hours to 8½ hours per pay period
 - 2) Employees with more than 30 years of service -- increased accrual from 8 hours to 9 hours per pay period
- Increased vacation accrual cap from 240 to 260 hours.
- Provided for unpaid leaves of absence, with benefits, if such leaves would help alleviate an existing or projected budget deficit. Granting of the leaves is at the discretion of the appointing authorities.
- Provided for early retirement incentives for members of the Corrections Early Retirement Plan. Under the plan, employees receive state-paid medical insurance benefits if they retire earlier than required.

Department of Employee Relations, 8/22/83.

IMPACT OF PAY EQUITY ON GENERAL FUND

FY 84	<u>General Fund</u>
Allocated	\$116,516
Expended	<u>116,671</u>
Difference	-155
 FY 85	
Allocated	\$124,571
Expended	<u>123,038</u>
Difference	1,533

Department of Employee Relations, 8/22/83.

I. Bargaining Unit Composition:

Unit 16 - Supervisory

II. Exclusive Representative: Middle Management Association

III. Fiscal Analysis:

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$144,644,586	\$11,203,753
FICA + Retirement	18,158,120	1,793,250
Insurance	<u>8,958,712</u>	<u>889,729</u>
TOTAL	\$171,781,418	\$13,886,732

Department of Employee Relations, 8/22/83.

Impact of Pay Equity on Individual Classes

Unit 16- Supervisory

Class Tittle	Steps to equity	FY 84 Steps	FY 85 Steps	Steps remaining
Account Clerk Supv	3	1	1	1
Acct Tech Supv	2	1	1	0
Cap Chief Oper	1	0	1	0
Cent Payroll Team Su	1	0	1	0
Clerk 4 Supv	5	2	1	2
Clerk Steno 4 Supv	4	1	1	2
Clerk Typist 4 Supv	5	2	1	2
Comm cntr Supv	1	1	0	0
Cook Supervisor	4	2	1	1
Data Entry Supv 1	2	2	0	0
Develop Ach prog sup	1	0	1	0
Dietitian 1 supv	3	1	1	1
Dietitian 2	2	0	1	1
Director of Nurses	2	0	1	1
EDF Op tech Supv	2	1	0	1
Health Physicist 2	1	1	1	0
Health Prog Rep Pr	1	1	0	0
Health Prog Aide Sup	5	3	1	1
Legal Sec Sr Supv	2	1	1	0
Library Supv Sr	1	0	1	0
Medical Records Off	1	0	1	0
Nutritionist Supv	2	1	1	0
Off Svcs Supv 1	3	1	1	1
Reg Nurse Admin supv	2	1	1	0
Reg Nurse Supv	1	0	1	0
Residence Hall Dir	3	1	1	1
Rev word Proc Sh sup	4	2	1	1
Sec Comm Sys Mon sup	4	2	1	1
Typing pool Supv	3	1	1	1
Word Proc Ctr Supv	2	1	1	0

AGREEMENT

between the

STATE OF MINNESOTA

and the

MIDDLE MANAGEMENT ASSOCIATION

July 1, 1983 through June 30, 1985

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PREAMBLE

Agreement is made and entered into this 23rd day of August, 1983, 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 1

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 sixty-seven (67) 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 2

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 Association, in writing, 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 on the form included as Appendix K of this Agreement. Where no such personnel transactions occurred, the Appointing Authority shall so state. Copies of the form included as Appendix K shall be provided to the Appointing Authority by the Association, and the Appointing Authority shall use this form when submitting the report. The bi-weekly report shall be transmitted no later than one (1) week following the end of each payroll period.

ARTICLE 3

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 4

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. 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 5

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 6

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 7

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

The Appointing Authority may place a supervisor who is the subject of a disciplinary investigation on an investigatory suspension without pay. Such investigatory suspension shall terminate within two (2) calendar weeks unless the State Negotiator's Office, after consultation with the Association, grants an extension thereof. If, as a result of the disciplinary investigation, no discipline is imposed on the supervisor, he/she shall be reimbursed for time spent on the investigatory suspension.

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.

Upon the request of the supervisor, a suspension of ten (10) days or less shall be removed from the supervisor's personnel record providing that no further disciplinary action has been taken against the supervisor for a period of three (3) years from the initial date of the suspension.

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 8, 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 8

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 selected pursuant to Section 2 of this Article within ten (10) calendar days after notice has been given.

Section 2. Arbitration Panel. All arbitrations arising under this Agreement shall be heard by a member of the permanent panel of three (3) arbitrators which shall be selected to serve for the life of this Agreement. Arbitrators shall be selected to hear a grievance arbitration by lot.

Prior to August 31, 1983, the State Negotiator and Association may mutually agree to the permanent panel of three (3) arbitrators. Failing to mutually agree on the panel of arbitrators by August 31, 1983, the State Negotiator and Association shall each prepare a list of five (5) arbitrators selected from lists of arbitrators provided to the parties by the Public Employment Relations Board (PERB). The members of the permanent panel shall then be selected from the list by the following method: The State Negotiator and Association shall alternately strike names from the list of ten (10) arbitrators, the first strike to be determined by a coin flip, until the three (3) members of the permanent panel are selected. This selection process shall be completed no later than September 15, 1983.

If a vacancy on the permanent panel occurs during the life of this Agreement, the vacancy shall be filled by mutual agreement of the State Negotiator and Association or, failing mutual agreement, by alternate striking from among the remaining names on the original list of ten (10) used for selecting the original panel.

Section 3. Arbitration Hearing Site. The arbitration hearing site shall be determined by mutual agreement of the State Negotiator and Association. If mutual agreement cannot be reached, the hearing site shall be determined, in a pre-hearing conference, by the arbitrator chosen to hear the case.

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. 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 5. 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 6. 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. By mutual agreement of the Appointing Authority and Association, the parties may waive Steps 1 and 2.

Section 7. 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 9

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:

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

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 after June 30, 1983, and within four (4) years from the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for continuous service that existed at the time of such separation. This method shall not be used to change any Length of Service Requirements determined prior to July 1, 1983.

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 sixty (260) hours.

Supervisors on a Military Leave under Article 11 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. The Appointing Authority agrees to respond in a reasonable time to supervisors' requests for vacation. 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, as determined by the Appointing Authority, no supervisor will be required to work during the supervisor's vacation once the vacation request has been approved.

Section 3. Vacation Rights. Any supervisor separated from State service shall be compensated in cash, at the supervisor's then current rate of pay, for all vacation leave to the supervisor's credit at the time of separation.

Supervisors shall be allowed to leave their accumulated vacation to their credit during the period of seasonal or temporary layoff.

Section 4. 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 after June 30, 1983, and within four years from 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. This method shall not be used to change sick leave balance restorations determined prior to July 1, 1983.

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

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 5. 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.

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.

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 6. 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 10

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
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas 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. In other departments, the Appointing Authority may, with the agreement of 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).

Supervisors employed on an academic school year basis shall be eligible for the Christmas and New Year's holidays provided they are in payroll status on the last scheduled work day prior to the Christmas break and the first scheduled work day following the break.

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 11

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, and no supervisor shall be required to exhaust accrued vacation leave prior to an extended leave of absence.

Section 3. Paid Leaves of Absence.

- A. 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.
- B. Jury Duty Leave: Leave shall be granted for service upon a jury. 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.
- C. Educational Leave: Leave with pay shall be granted for educational purposes if such education is required or assigned by the Appointing Authority.
- 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 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.
- E. 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.
- F. Emergency Leave: The Commissioner of Employee Relations, after consultation with the Commissioner of Public Safety, may excuse State supervisors 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 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 receive reasonable notice 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 has completed an initial probationary period with the State 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 or Adoption Leave shall commence on the date requested by the supervisor and shall continue up to six (6) months. Any paid sick leave used following a birth shall be deducted from the six (6) months unpaid Maternity/Paternity Leave. 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 12

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 18 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 (1½) 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 18 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 19 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 E.

ARTICLE 13

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. Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification within the bargaining unit.

Time in a related higher or equally paid class outside of the bargaining unit within the same department prior to November 19, 1981 shall be credited to a supervisor's Classification Seniority unless specifically prohibited by an applicable 1979-1981 collective bargaining agreement.

Effective November 19, 1981, 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.

- C. 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.

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

E. Seniority Units. "Seniority Unit" is defined as set forth in Appendix A.

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements. Supervisors shall continue to have their seniority calculated as provided for under the 1981-83 collective bargaining agreement or memoranda of understanding except as specifically provided elsewhere in this Agreement.

Section 3. Seniority Rosters. No later than November 30 and May 31 of each year, the Appointing Authority shall prepare the roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Association President and one (1) copy to the designated Association Representative in the seniority unit. The rosters shall list each supervisor in the order of Classification Seniority and reflect each supervisor's date of Classification 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 State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

Section 4. Appeals. Supervisors shall have thirty (30) calendar days from the date of the initial date of availability to notify the Appointing Authority of any disagreements over the Seniority Roster. Such disagreements shall be limited to changes since the previous listing.

Section 5. 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 6. 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 7. 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 8. 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 an equal or lower 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 an equal or lower 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 in an equal or lower class for which the supervisor is determined by the Employer to be qualified or an equal or lesser employment condition.

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 9. Layoff Lists.

- A. Seniority Unit Layoff List. The names of supervisors who have been laid off or reallocated downward to a class in a lower salary range 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, reallocated downward 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 9 (B) (C) and (D) shall not apply to supervisors on seasonal layoff.

Section 10. Reemployment Lists. The name of a laid off supervisor 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. A supervisor may change his/her availability by notifying the Department of Employee Relations in writing.

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 9, above, provided the supervisor is qualified for the position.
- B. A supervisors shall be required to serve a probationary period for the length of time as specified in Article 15 when recalled to a position in a seniority unit other than the one from which he/she was laid off.
- C. 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.
- D. 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.
- E. 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 8 of this Article requires a supervisor to change residence and such change meets the thirty-five (35) mile requirements provided for in Article 19, Relocation

Expenses, the supervisor shall be eligible for payment of relocation expenses, consistent with Article 19, 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. Removal From Layoff Lists. Supervisors shall be removed from all layoff lists for any of the following reasons:

- A. Recall to a permanent position from the Seniority Unit Layoff List, Agency Layoff List or Bargaining Unit Layoff List/Same Classification. 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 9A.

When a supervisor is recalled from the Bargaining Unit Layoff List/Other Classification, his/her name shall remain on other layoff lists.

- B. Failure to accept recall to a position which meets the availabilities specified by the supervisor.
- C. Appointment to a permanent position in a class which is equal to or higher than the one from which the supervisor was laid off.
- D. Resignation, retirement or termination from State service.

Section 14. Exclusions. The provisions of this Article shall not apply to unclassified supervisors or non-tenured laborers.

ARTICLE 14

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 Seniority Unit Layoff List exists for the classification, seniority unit and employment condition, selection shall then be made from qualified supervisors on that list.

If the vacancy cannot be filled by the Seniority Unit Layoff List, the Appointing Authority may fill the vacancy in any manner provided by law.

However, before any appointment other than a transfer or a promotion of a current bargaining unit employee is made, the Appointing Authority shall fill a vacancy in a classification and employment condition for which a layoff list exists by recall of qualified supervisors from the following layoff lists in the order listed below:

- A. Agency Layoff List (if applicable)
- B. Bargaining Unit Layoff List/Same Classification
- C. Bargaining Unit Layoff List/Other Classification

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 until the effective date of the probationary appointment.

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

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 15

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	Six calendar months
Less than Half-Time positions	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 16

WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix F. 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. First Year Wage Adjustment. Effective July 1, 1983, all salary ranges and rates shall be increased by four (4) percent, rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix G. Supervisors shall convert to the new compensation grid as provided in Section 4.

Section 3. Second Year Wage Adjustment. Effective July 1, 1984, all salary ranges and rates shall be increased by four and one-half (4.5) percent, rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix H. Salary increases provided by this Section shall be given to all supervisors including those whose rates of pay exceed the maximum rate for their class.

Section 4. Conversion. Effective July 1, 1983, all supervisors shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix F, except as hereafter set forth.

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, 1983, maximum rate set forth in Appendix F 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, 1983.

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

Section 5. 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.

A. Progression for supervisors assigned to Progression Code 1, as identified in Appendix F, 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.

B. Progression for supervisors assigned to Progression Code 2, as identified in Appendix F, 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 7(A) or 7(C).

C. Progression for supervisors assigned to Progression Code 3, as identified in Appendix F, 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 6. Pay Equity Adjustments. The Employer shall implement pay equity adjustments as provided for in M.S. 43A.05, Subd. 5 as provided in Appendix J, Pay Equity Adjustments.

Section 7. 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 receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.
- 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 8. Shift Differential. The shift differential for supervisors working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 P.M. shall be thirty five cents (\$0.35) per hour for all hours worked on that shift. Such shift differential shall be in addition to the supervisor's regular rate of pay, shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 9. Work Out of Class. When a supervisor is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied for other than 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. When a supervisor is assigned to serve in a class for which he/she is on a layoff list, the supervisor shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater.

Section 10. Severance Pay. All supervisors who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation except for discharge for just cause 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.

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). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine-hundred hour maximum. In addition the supervisor shall receive 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 restored to the supervisor's credit at the time the supervisor was reappointed 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 11. 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 12. Corrections Trades Differential. Where a correctional trades employee in an adult institution receives a differential, the supervisor shall receive a pay differential equal to that amount necessary to provide the supervisor with at least thirty-five cents (\$0.35) more than the highest paid correctional trades employee under his/her supervision. This differential is restricted to supervisory staff of trades employees and is not available to administrative or correctional counselor staff.

ARTICLE 17

INSURANCE

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

Section 2. Eligible Supervisors. 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.

Effective October 5, 1983, the Employer will pay, at the supervisor's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following supervisors and their dependents: 1) supervisors holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal supervisors who are scheduled to work at least 1044 hours for a period of nine months or more in any twelve (12) consecutive months.

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

Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment, re-employment, rehire or reinstatement 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 for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of supervisor and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Supervisor Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total supervisor Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the employee toward the cost of supervisor health coverage.

- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible supervisors may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under a fee-for-service health plan offered by the Employer, or a Preferred Provider Organization offered by the Employer, or any other plan offered by the Employer. A brief description of each of the currently offered health plans is contained in Appendix L. Effective October 5, 1983, the major medical benefits under the fee-for-service plan 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 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per supervisor or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when supervisors or dependents are confined to a participating hospital. Supervisors electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement that plan.
- 5) The Employer will contract with the fee-for-service carrier to reimburse supervisor costs in accordance with the carrier contract when the supervisor or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse supervisor costs in accordance with the carrier contract when the supervisor or dependent is confined to a licensed birthing center.

Section 4. 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 (1982) 176.191, Subdivision 3.

Section 5. Employer Contribution for Dental Insurance.

- A. Supervisor Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of the total supervisor Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost of supervisor dental coverage.
- B. Dependent Coverage. Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

Section 6. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible 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
\$25,000 - 30,000	\$30,000	\$30,000
Over \$30,000	\$35,000	\$35,000

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

Up to \$105,000 additional insurance may be purchased by supervisors, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the supervisor for the spouse shall also be available for purchase by the supervisor.

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

- A. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, 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 per month, 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 8. 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, medical and dental benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 9. Corrections Early Retirement Incentive. Supervisors who have attained the age of fifty-five (55) years and not yet sixty-five (65) years on or before September 1, 1983, who are covered by the Corrections Early Retirement Fund, and who are eligible for an annuity under the Corrections Early Retirement Plan may opt during the period from September 1, 1983, through November 30, 1983, for an early retirement incentive. These supervisors shall receive the State-paid portion of medical and dental insurance benefits for themselves and their dependents until the supervisors attain the age of sixty-five (65). Supervisors exercising this option must be eligible for insurance coverage under the provisions of this Article but shall be provided with medical and dental insurance coverage which the supervisors were entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement.

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.

Beginning September 1, 1984, through November 30, 1984, supervisors who have turned age 55 since the preceding open window period may opt for the above-stated early retirement incentive. Supervisors who were eligible to take early retirement during the first time period shall not be eligible in this subsequent time period.

Supervisors who attain age 55 on or after December 1, 1983, and who are not granted an extension to continue working shall be eligible for this early retirement incentive at the time of retirement.

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 health insurance program for an additional twelve (12) 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 Section 3 above during each year of this Agreement, lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on or before September 1 of each year. For supervisors retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the supervisor's retirement.

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverages shall become effective on October 5, 1983.

ARTICLE 18

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-seven (27) cents per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the supervisor, mileage shall 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 forty (40) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level 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 thirteen (13) cents per mile 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-three (43) cents per mile and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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 \$16.00 per week for laundry and/or dry cleaning for each week after the first week.

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:

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

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

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

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

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the 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 19

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, at the Appointing Authority's discretion, either to:

- 1) travel between their original work station and their new work station on a daily basis; or,
- 2) be lodged at their new work station and be allowed to return to their original work station once a week. In the use of this option, 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 \$4,500, 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 \$550.00 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 20

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 determines that a supervisor shall no longer reside or is no longer required to reside in a State-owned residence, the supervisor shall receive at least ninety (90) calendar days notice, in writing from the Appointing Authority, of such determination.

However, for a Department of Natural Resources supervisor who does not have first priority to reside in a State-owned residence, the notification period shall be determined by mutual agreement of the Appointing Authority and that supervisor. In the absence of such mutual agreement, the Appointing Authority shall determine the appropriate notification period.

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 21

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 22

SUPERVISOR RIGHTS

Section 1. Membership Dues. In each fiscal year, the Appointing Authority may reimburse each supervisor in the bargaining unit for membership dues paid to professional organizations related to the supervisor's job, up to a cumulative maximum of one hundred dollars (\$100.00). However, the Appointing Authority shall not reimburse membership dues to a supervisor for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of supervisors with the Employer.

Section 2. Performance Evaluation. The Appointing Authority agrees that, at least annually, a performance evaluation shall be conducted between the supervisor and the person(s) designated by the Appointing Authority to evaluate the supervisor's performance.

ARTICLE 23

SAFETY

Section 1. General Policy. It shall be the policy of the Employer that the safety of supervisors, the protection of work areas, 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 supervisors to cooperate in programs to promote safety, to comply with rules promulgated to ensure safety and to properly use all safety devices in accordance with recognized safety procedures.

Section 2. Safety Committee. The Appointing Authority shall allow at least one supervisor to participate on its joint safety committee, if such a committee exists.

ARTICLE 24

WORK RULES

The Appointing Authority shall have the right to make and enforce reasonable work rules affecting terms and conditions of employment. Such work rules shall be uniformly applied and shall not be in conflict with the provisions of this Agreement. 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 view prior to placing the work rules 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 25

VOLUNTARY REDUCTION IN HOURS

The Appointing Authority may allow a supervisor to take an unpaid leave of absence if the Appointing Authority determines that the following conditions are met:

1. an existing or projected budget deficit exists;
2. granting an unpaid leave of absence would alleviate the projected budget deficit;
3. staffing needs can continue to be met; and
4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

A supervisor taking a leave of absence under this Article shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the supervisor had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.

ARTICLE 26

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 27

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 28

DURATION

The provisions of this Agreement shall become effective the 23rd day of August, 1983, subject to ratification by the Seventy-Third (73rd) session of the Legislature or the Legislative Commission on Employee Relations and shall remain in full force and effect through the thirteenth day of June, 1985.

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 _____, 1983.

FOR THE ASSOCIATION

Eugene C. Aune
President

FOR THE EMPLOYER

Nina Rothchild
Commissioner of Employee Relations

Lance Teachworth
State Labor Negotiator

Nancy Arneson McClure
Assistant State Labor Negotiator

David Abrams
Labor Relations Representative

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 Community College - Arrowhead - Hibbing Campus (including supervisors of Regional Campus) Community College - Arrowhead - Itasca Campus Community College - Arrowhead - Mesabi Campus (including supervisors of Regional Campus) Community College - Arrowhead - Rainy River Campus Community College - Arrowhead - Vermillion Campus Community College - Northwest - Brainerd Campus

APPENDIX A (cont.)

	Community College - Northwest - Fergus Falls Campus Community College - Northwest - Northland Campus East Central Service Center (Cambridge) Inver Hills Community College Lakewood Community College Minneapolis Community College Normandale Community College North Hennepin Community College Rochester Community College Willmar Community College Worthington Community College
Corrections	Thistledeew Camp Willow River Camp MCF-Shakopee MCF-Lino Lakes MCF-Sauk Center MCF-Red Wing MCF-St. Cloud MCF-Stillwater MCF-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
Dentistry Board	Statewide
Economic Security	Statewide
Education	Central Office Faribault Residential Schools (Braille and Deaf)
Electricity Board	Statewide
Energy and Economic Development	Statewide
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 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
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide
Public Safety	Statewide
Public Service	Statewide
Public Utilities Commission	Statewide
Public Welfare	Anoka State Hospital Ah-Gwah-Ching Nursing Home Brainerd State Hospital Cambridge State Hospital

APPENDIX A (cont.)

	Faribault State Hospital
	Fergus Falls State Hospital
	Moose Lake State Hospital
	Oak Terrace Nursing Home
	Minnesota Security Hospital
	St. Peter State Hospital
	Willmar State Hospital
	Central Office
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	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
Vocational Technical Education, Board of	Statewide
Voyageur National Park Citizens	Statewide
Waste Management Board	Statewide
Watchmaking Examiners Board	Statewide
Water Commission Planning Board	Statewide

APPENDIX A (Cont.)

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 20-25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	¾	1	1-¼	1-½	1-½	1-¾	1-¾
At least 19½, but less than 29½	1	1-¼	1-¾	2	2	2-¼	2-¼
At least 29½, but less than 39½	1-½	2	2-¾	3	3	3-¼	3-¼
At least 39½, but less than 49½	2	2-½	3-½	3-¾	4	4-¼	4-½
At least 49½, but less than 59½	2-½	3-¼	4-½	4-¾	5	5-½	5-¾
At least 59½, but less than 69½	3	3-¾	5-¼	5-¾	6	6-½	6-¾
At least 69½, but less than 79½	3-½	4-½	6-¼	6-¾	7	7-½	8
At least 79½	4	5	7	7-½	8	8-½	9

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	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 E

The Employer and Association agree to supplement and/or modify the 1983-85 Agreement as noted below.

A. Community College System

Vacation

Article 1, Section 1 shall be supplemented and/or modified as follows:

1. Employees currently employed in the job classification Community College Program Supervisor who were also employed in this classification prior to July 1, 1982 shall accrue seven hours of vacation leave per payroll period unless their length of service warrants a higher accrual rate in accordance with Article 9, Section 1 of the Agreement.
2. Employees commencing employment in the job classification Community College Program Supervisor on or after July 1, 1982 shall not be covered by the terms of this letter of Understanding.

B. Department of Corrections

Call Back, On Call

Article 12, Section 4 shall be supplemented and/or modified as follows:

With the agreement of the supervisor's superior, a supervisor instructed to remain in an on-call status at an institution of the Department of Corrections may be compensated with eight (8) hours of compensatory time off for each one (1) week of on-call status or part thereof.

C. Department of Education

Layoff and Recall

Article 13, Section 11 shall be supplemented and/or modified as follows:

Summer School. The Appointing Authority shall notify all supervisors of all summer school openings. A supervisor 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 supervisor. Once the supervisor elects to sign the waiver of recall, such supervisor 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 supervisor.

Any waiver of recall by a supervisor 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

APPENDIX E (Cont.)

supervisors, 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.

Layoff and Recall

Article 13, Section 8 shall be supplemented and/or modified as follows:

Supervisors shall be permitted to extend their work season beyond the specified date of their layoff by the use of accumulated vacation and such extension of time shall not be considered a violation of the inverse seniority provisions of the layoff.

For supervisors engaged in an academic year, prior to June 1 of each year, supervisors shall designate the amount of vacation leave hours to be used. For supervisors engaged in summer school, prior to July 1 of each year, supervisors shall designate the amount of vacation leave hours to be used. Use of vacation leave hours shall be consecutive. Use of such accumulated vacation leave shall not entitle supervisors for holiday pay eligibility or conversion of vacation leave to sick leave.

D. Department of Health

Call Back, On Call

Article 12, Section 4 shall be supplemented and/or modified as follows:

A supervisor in the Division of Environmental Health/Disease Prevention and Control who volunteers to be on-call shall be considered to be on-call when the supervisor's name has been posted for duty during an off duty period. A supervisor who volunteers and is scheduled for on-call status is not required to remain at a fixed location but must stay within the area of the paging device.

Supervisors in the Division of Environmental Health who volunteer to be on-call to respond to nuclear emergencies shall be compensated at a flat rate of \$55.00 per week.

Supervisors in the Division of Disease Prevention and Control who volunteer to be on-call to respond to communicable disease emergencies shall be compensated at a flat rate of \$90.00 per week.

E. Department of Natural Resources

Overtime

Article 12, Section D(2) shall be supplemented and/or modified as follows:

Supervisors in the Enforcement Division in the Department of Natural Resources shall remain eligible for overtime as provided for in Article 12, Section D(2) for the life of the Agreement.

APPENDIX E (cont.)

F. Department of Public Safety

Meet and Confer - Radio Communications Supervisors

The Appointing Authority agrees to meet and confer with the Association concerning the scheduling of Radio Communications Supervisors.

G. Department of Public Welfare

Officer-of-the-Day Differential

When a supervisor is assigned in writing to be on duty as officer-of-the-day for an institution, that supervisor shall receive a differential in the amount of \$1.25 per hour. Such supervisor shall not be eligible for shift differential for any of the hours for which he/she receives the officer-of-the-day differential.

H. Department of Transportation

Vehicles

Article 18, Section 2 shall be supplemented and/or modified as follows:

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.

Winter Maintenance Schedule

Article 12, Section 5 shall be supplemented and/or modified as follows:

The Department of Transportation and the Association agree that the Appointing Authority may institute split shifts under the winter maintenance schedule.

Hours of Work and Overtime

Article 12 shall be supplemented and/or modified as follows:

The parties agree that for purposes of Article 12 (Hours of Work and Overtime) of the Agreement supervisors who were previously represented by Middle Management Association prior to July 1, 1981, shall be governed by the hours of work and overtime provisions as though they were assigned to Progression Code 1 and employed in those classes assigned to Salary Range 18.

APPENDIX E (cont.)

I. Career Executive Service

Supervisors who immediately prior to July 1, 1983 were covered by the Career Executive Service plan for salary provisions shall have July 1, 1983 as their anniversary date and shall be eligible for an anniversary increase on that date. Thereafter, these supervisors shall be eligible for progression increases annually on their anniversary date until reaching the position rate; at the position rate and beyond, they will be eligible every two years, provided satisfactory performance is indicated by the Appointing Authority.

J. Training Study Committee

The Employer, including representatives from the Department of Employee Relations and the Appointing Authorities, and Association agree to establish a joint committee to study the issue of supervisory training.

K. Change in Job Duties

Upon request of the Association, the Appointing Authority agrees to meet and confer with the Association regarding significant changes in job duties of supervisory bargaining unit members.

L. Classification Seniority

Article 13, Section 1(B) shall be supplemented and/or modified as follows:

The provisions of Article 13, Section 1(B) of the 1983-85 Agreement between the parties shall become effective November 30, 1983. During the interim, the provisions of Article 13, Section 1(C) of the 1981-83 Agreement between the parties shall continue in effect.

M. Pay for Performance Study Committee

The parties agree to continue 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.

APPENDIX F

CLASS CODE	TITLE	SERIES	COMP CODE 6-30-83	7-01-83	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	PROG	COMP CODE 7-01-84
002093	ACCOUNT CLERK SUPERVISOR	J	03H	04H	1,310	1,601	7.53	9.20	3	05H
000003	ACCOUNTING DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001500	ACCOUNTING OFFICER PRINCIPAL	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002094	ACCOUNTING SUPV	J	090	090	1,514	1,869	8.70	10.74	1	090
002095	ACCOUNTING SUPV INTER	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002143	ACCOUNTING SUPV SENIOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002096	ACCOUNTING TECHNICIAN SUPV	J	06H	07H	1,422	1,756	8.17	10.09	3	07I
002097	ACCOUNTING TECHNICIAN SUPV SR	J	08H	09I	1,514	2,015	8.70	11.58	3	09I
002185	ADMINISTRATIVE PLANMING DIR ST	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000600	AGENT ORANGE INFO & ASSTNC DIR	J	15J	15J	1,869	2,610	10.74	15.00	1	15J
002391	AGRIC MARKETING SVCS ASST DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001910	AGRONOMY SERVICES ASST DIRECTOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000019	AGRONOMY SERVICES SUPERVISOR	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000025	APPRAISAL DIRECTOR PROPERTY	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000024	APPRAISAL SUPERVISOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
001517	APPRENTICESHIP TRNG ASST DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000027	APPRENTICESHIP TRAINING DIR	J	22H	22H	2,422	3,134	13.92	18.01	1	22H
002099	ARCHITECTURAL & TECH SVCS DIR	J	26H	26H	2,810	3,611	16.15	20.75	1	26H
002389	ARCHITECTURAL SUPERVISOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000041	ASST CHIEF POWER PLANT ENGR	J	17B	17B	2,015	2,090	11.58	12.01	2	17B
000311	ASST EXEC SEC ETHICAL PRACT DD	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002422	ASST TO DIRECTOR PUBLIC SERVICE	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002148	ASST TO TREAS UNCLAIM PROP DIR	J	12J	12J	1,676	2,335	9.63	13.42	1	12J
002347	ATTORNEY 2 SUPERVISOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000097	ATTORNEY 3	J	25I	25I	2,709	3,611	15.57	20.75	1	25I
002135	AUDIOLOGIST SUPERVISOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000101	AUDIT DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002098	AUDITOR INTERMEDIATE SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002277	AUDITOR PRINCIPAL SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I

CLASS CODE	TITLE	SERIES	COMP CODE		MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	PROG	COMP CODE 7-01-84
			6-30-83	7-01-83						
002278	AUDITOR SENIOR SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000107	AUTOMOTIVE MECHANIC FOREMAN	J	17B	17B	2,015	2,090	11.58	12.01	2	17B
001904	AVIATION REPRESENTATIVE SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000155	BACTERIOLOGIST CHIEF	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000637	BACTERIOLOGIST SENIOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001494	BEHAVIOR ANALYST 2	J	11I	11I	1,616	2,165	9.29	12.44	1	11I
002184	BEHAVIOR ANALYST SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000036	BLIND SERVICES PROGRAM SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000040	BOILER INSPECTOR ASST CHIEF	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
001662	BOTANICAL COLLECTION SPEC	J	090	090	1,514	1,869	8.70	10.74	1	090
001594	BOTANICAL COLLECTION SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000126	BRIDGE FOREMAN	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000127	BRIDGE MAINTENANCE SUPV	J	17J	17J	2,015	2,810	11.58	16.15	1	17J
001336	BUILDING CODE SEC CHIEF	J	22I	22I	2,422	3,247	13.92	18.66	1	22I
000131	BUILDING MAINTENANCE FOREMAN	J	17B	17B	2,015	2,090	11.58	12.01	2	17B
000132	BUILDING MAINTENANCE SUPERVISOR	J	150	150	1,869	2,335	10.74	13.42	1	150
000134	BUILDING SERVICE FOREMAN	J	07H	07H	1,422	1,756	8.17	10.09	3	07H
000861	BUILDING SERVICES MANAGER	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000860	BUILDING SERVICES SUPERVISOR	J	05H	05H	1,347	1,650	7.74	9.48	3	05H
000138	BUSINESS MANAGER 1	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001889	BUSINESS SERVICES DIRECTOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000899	BUYER SENIOR	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
002013	CAMP CONFIDENCE DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001445	CAPITOL ASST CHIEF OPERATOR	J	03H	03H	1,277	1,552	7.34	8.92	3	03H
000145	CAPITOL CHIEF OPERATOR	J	07H	07H	1,422	1,756	8.17	10.09	3	07I
001812	CAPITOL COMPLEX GROUNDS FOREMAN	J	18B	18B	2,090	2,165	12.01	12.44	2	18B
0008467	CAPITOL COMPLEX SECURITY DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000147	CARPENTER FOREMAN	J	17B	17B	2,015	2,090	11.58	12.01	2	17B
000639	CASHIER SUPERVISOR	J	05H	07H	1,422	1,756	8.17	10.09	3	07H

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001631	CELL HALL DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001532	CENTRAL PAYROLL OPERATIONS SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002031	CENTRAL PAYROLL TEAM SUPV	J	08I	08I	1,465	1,940	8.42	11.15	1	09I
002260	CHEMICAL DEPEND COUNS SR SUPV	J	11H	11H	1,616	2,090	9.29	12.01	3	11H
000020	CHEMICAL DEPENDENCY COUNS SUPV	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
000640	CHEMIST SENIOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000157	CHIEF COOK	J	09I	09I	1,514	2,015	8.70	11.58	1	09I
000563	CHIEF OF PSYCHOLOGICAL SERVICES	J	27I	27I	2,916	3,875	16.76	22.27	1	27I
001075	CHIEF POWER PLANT ENGINEER	J	17F	17F	2,015	2,422	11.58	13.92	1	17F
000167	CHILD CARE SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002230	CHILD NUTRITION ASST DIRECTOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002102	CLERK 4 SUPERVISOR	J	01H	03H	1,277	1,552	7.34	8.92	3	04H
002103	CLERK STENOGRAPHER 4 SUPV	J	02H	03H	1,277	1,552	7.34	8.92	3	04H
002104	CLERK TYPIST 4 SUPV	J	01H	03H	1,277	1,552	7.34	8.92	3	04H
001417	CLIMATOLOGIST STATE	J	24I	24I	2,610	3,485	15.00	20.03	1	24I
001603	COLLEGE BOOKSTORE SUPV 1	J	05H	05H	1,347	1,650	7.74	9.48	3	05H
001604	COLLEGE BOOKSTORE SUPV 2	J	09I	09I	1,514	2,015	8.70	11.58	1	09I
001375	COLLEGE CENTER DIRECTOR	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
002065	COMMUNICATION CENTER SUPERVISOR	J	11I	12I	1,676	2,250	9.63	12.93	1	12I
007020	COMMUNITY COLLEGE PROG SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001020	COMMUNITY COLLEGE REGISTRAR	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001545	COMMUNITY COLLEGE REGISTRAR SR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002107	COMMUNITY DEVELOPMENT SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001039	COMPOSITION UNIT SUPERVISOR	J	06H	06H	1,385	1,702	7.96	9.78	3	06H
001502	COMP EMPLOYMENT TNG CTR SUPV 1	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001839	COMP EMPLOYMENT TNG CTR SUPV 2	J	17I	17I	2,015	2,709	11.58	15.97	1	17I
001860	COMPUTER CENTER DIRECTOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
001408	CONSUMER SERVICES INVEST SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001978	CONSUMER SVCS REGIONAL PROG SPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I

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002469	CONSUMER SERVICES SUPPORT SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000966	CONTRACTS OFFICER	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002436	COOK SUPERVISOR	J	03H	05H	1,347	1,650	7.74	9.48	3	06H
002378	COPY PREPARATION SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002206	CORPORATE SERVICES SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000199	CORRECTIONAL CAPTAIN	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001088	CORRECTIONAL COUNSELOR 4	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
002440	CORR COUNS CONTROL CENTER SUPV	J	130	130	1,737	2,165	9.98	12.44	1	130
001962	CORRECTIONAL COUNSELOR SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002058	CORRECTIONAL INDUSTRY SALES SPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001926	CORRECTIONAL INST TRANSP DIR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000204	CORRECTIONAL SUPERVISOR	J	17H	17H	2,015	2,610	11.58	15.00	1	17H
002207	CORRECTIONS ASKLEPIEION SUPV	J	17H	17H	2,015	2,610	11.58	15.00	1	17H
002352	CORR BEHAVIOR THERAPY SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000207	CORRECTIONS BD ADMINISTRATOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002253	CORRECTIONS HEARINGS OFFR SUPV	J	22I	22I	2,422	3,247	13.92	18.66	1	22I
002373	CORR INFORMATION CENTER SUPV	J	15J	15J	1,869	2,610	10.74	15.00	1	15J
002507	CORRECTIONS MARKETING SPEC	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000208	CORRECTIONS SPECIALIST	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002008	CRIMINAL JUST INFO SYS ASST DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002009	CRIMINAL JUSTICE INFO SYST DIR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002212	CJIS OPERATIONS SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000220	DAIRY INSPECTION SUPERVISOR	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
000403	DATA ENTRY SUPERVISOR 1	J	06H	08H	1,465	1,869	8.42	10.74	3	08H
001466	DATA ENTRY SUPERVISOR 2	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000717	DATA ENTRY SUPERVISOR 3	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002354	DEVELOPMENTAL ACHIEV PROG SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	20I
002189	DIETITIAN 1 SUPERVISOR	J	12I	13I	1,737	2,335	9.98	13.42	1	14I
000235	DIETITIAN 2	J	16I	16I	1,940	2,610	11.15	15.00	1	17I

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001338	DINING HALL MANAGER	J	05H	05H	1,347	1,650	7.74	9.48	3	05H
002437	DINING HALL SUPERVISOR	J	01H	01H	1,216	1,465	6.99	8.42	3	01H
000237	DIRECTOR OF NURSES	J	20I	20I	2,250	3,026	12.93	17.39	1	21I
000527	DIRECTOR OF RESEARCH INVEST BD	J	29I	29I	3,134	4,159	18.01	23.90	1	29I
002508	DISABILITY PROG OPERATIONS SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001386	DISABILITY QUALITY ASSUR SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000947	DISABILITY SUPERVISOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001062	DRIVER EVALUATION PROG ASST DIR	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000158	DRIVER EVALUATION PROGRAM DIR	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
001413	DRIVER EVALUATOR SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002471	DRIVER LICENSE TEST STATION SPV	J	06J	06J	1,385	1,810	7.96	10.40	1	06J
002381	DRIVER SAFETY ANALYST SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002318	DUE PROCESS UNIT SUPERVISOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000249	DUPLICATING SHOP SUPERVISOR	J	09I	09I	1,514	2,015	8.70	11.58	1	09I
000067	ECONOMIC OPPTY ASST DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001792	ECONOMIC OPPTY PROGRAM SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002179	ECON SEC COMPUTER OPER SUPV	J	23J	23J	2,514	3,485	14.45	20.03	1	23J
002180	ECONOMIC SEC DATA CONTROL SUPV	J	21J	21J	2,335	3,247	13.42	18.66	1	21J
001000	EDP INFORMATION SYSTEMS MANAGER	J	25J	25J	2,709	3,741	15.57	21.50	1	25J
001001	EDP INFO SYSTEMS SPECIALIST	J	21J	21J	2,335	3,247	13.42	18.66	1	21J
001004	EDP MAJOR OPERATIONS SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002149	EDP OPERATIONS CTL/SHIFT SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000715	EDP OPERATIONS SUPERVISOR 1	J	08I	08I	1,465	1,940	8.42	11.15	3	08I
000716	EDP OPERATIONS SUPERVISOR 2	J	12J	12J	1,676	2,335	9.63	13.42	1	12J
000254	EDP OPERATIONS SUPERVISOR 3	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
002134	EDP OPERATIONS TECHNICAL SUPV	J	06H	07H	1,422	1,756	8.17	10.09	3	07H
002126	EDP PROGRAMMER/ANALYST SUPV	J	19J	19J	2,165	3,026	12.44	17.39	1	19J
002137	EDP SOFTWARE SERVICES SUPV	J	21J	21J	2,335	3,247	13.42	18.66	1	21J
002282	EDUC LICENSURE PLACEMENT SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I

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001852	EDUCATION PROGRAM SUPERVISOR	J	22I	22I	2,422	3,247	13.92	18.46	1	22I
000260	EDUCATION SPECIALIST 3	J	24I	24I	2,610	3,485	15.00	20.03	1	24I
002240	EDUC TITLE I FIELD OFFICE SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
001632	ELECTION PROCEDURES SUPV	J	12I	14I	1,804	2,422	10.37	13.92	1	14I
001938	ELECTRICAL MNTC SUPV	J	14J	14J	1,804	2,514	10.37	14.45	1	14J
000267	ELECTRICIAN FOREMAN	J	18B	18B	2,090	2,165	12.01	12.44	2	18B
001941	ELECTROMECHANICAL SYSTEMS SPEC	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001959	ELECTRONIC MNTC SUPV	J	14J	14J	1,804	2,514	10.37	14.45	1	14J
001516	ELECTRONIC TRAFFIC MNTC SUPV	J	16J	16J	1,940	2,709	11.15	15.57	1	16J
000062	EMERGENCY SVCS ASST DIRECTOR	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
002314	EMERGENCY SVCS REGIONAL DIR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002262	EMPLOYEE DEVELOP SPEC 2 SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002406	EMPLOYEE DEVELOP SPEC 3 SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001788	EMPL & TRNG PROGRAM ADMIN ASST	J	19H	19H	2,165	2,810	12.44	16.15	1	19H
001796	EMPL & TRNG PROGRAM SUPV 1	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001797	EMPL & TRNG PROGRAM SUPV 2	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002047	ENERGY SPECIALIST PRINCIPAL	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001534	ENERGY SPECIALIST SENIOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002049	ENERGY TECHNICAL SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002505	ENVIRONMENTAL ANALYST PRINCIPAL	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002506	ENVIRONMENTAL ANALYST SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002151	ENVIRONMENTAL EDUC REG COORD	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001851	ENVIRONMENTAL HEALTH LAB SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002211	EPIDEMIOLOGIST 1 SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001931	EPIDEMIOLOGIST 2	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001735	EQUIPMENT FABRICATION SUPT	J	18J	18J	2,090	2,916	12.01	16.76	1	18J
000295	EXECUTIVE HOUSEKEEPER	J	09I	09I	1,514	2,015	8.70	11.58	1	09I
002342	EXHIBIT SUPERVISOR	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001433	FINANCE GENERAL ACCOUNTING SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I

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001435	FINANCE OPERATIONS SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001434	FINANCE QUALITY CONTROL SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000987	FINANCE SYST CONT AND PROC SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002249	FINANCIAL INST EXAM PROG DIR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002248	FINANCIAL INST EXAMINER SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001976	FINANCIAL REPORTING SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000069	FOOD INSPECTION ASST DIRECTOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000304	FOOD INSPECTION SUPERVISOR	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
000779	FOOD SERVICE SUPERVISOR	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
001982	FORENSIC LABORATORY ASST DIR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002219	GENERAL MAINTENANCE SUPERVISOR	J	12B	12B	1,676	1,737	9.63	9.98	2	12B
001009	GEOLOGIST SENIOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000313	GRAIN INSPECTION AREA SUPV	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
001546	GRAIN INSPECTION ASST DIR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000314	GRAIN INSPECTION PROGRAM SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001651	GRAIN INSPECTION TERMINAL SUPV	J	14H	14H	1,804	2,335	10.37	13.42	3	14H
000320	GRAIN MARKETING INSPECTION SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001086	GRAIN SAMPLER J	J	13I	13I	1,737	2,335	9.98	13.42	3	13I
002316	GRAPHICS SUPERVISOR - M20	J	11I	11I	1,616	2,165	9.29	12.44	1	11I
001035	GROUND & ROAD MAINTENANCE SUPV	J	10I	10I	1,566	2,090	9.00	12.01	1	10I
000330	GROUP SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000070	GROUP SUPERVISOR ASST	J	14J	14J	1,804	2,514	10.37	14.45	1	14J
000878	HEAD CHAPLAIN	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
000520	HEAD SECURITY TRADER INVEST BD	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001825	HEALTH DISTRICT REP	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000336	HEALTH EDUCATION DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001608	HEALTH FACILITY EVAL SUPV 1	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002432	HEALTH FACILITY EVAL SUPV 2	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001609	HEALTH FACILITY EVAL SUPV 3	J	19I	19I	2,165	2,916	12.44	16.76	1	19I

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001308	HEALTH PHYSICIST 2	J	21I	22I	2,422	3,247	13.92	18.66	1	23I
002127	HEALTH PROGRAM AIDE SUPV	J	02H	05H	1,347	1,650	7.74	9.48	3	06H
000834	HEALTH PROGRAM REP PRINCIPAL	J	19I	20I	2,250	3,026	12.93	17.39	1	20I
002128	HEALTH PROGRAM SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001776	HEALTH SERVICES ANALYST 3	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001094	HEALTH STATISTICAL UNIT SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
001900	HEAVY EQUIPMENT MECH FOREMAN	J	16J	16J	1,940	2,709	11.15	15.57	1	16J
001648	HIGHWAY EMERGENCY OPNS SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000352	HIGHWAY EQUIPMENT SUPERVISOR	J	17J	17J	2,015	2,810	11.58	16.15	1	17J
000355	HIGHWAY MAINTENANCE FOREMAN	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000351	HIGHWAY MAINTENANCE SUPT	J	18J	18J	2,090	2,916	12.01	16.76	1	18J
000922	HIGHWAY MAINTENANCE SUPERVISOR	J	15J	15J	1,869	2,610	10.74	15.00	1	15J
001421	HIGHWAY ROAD DATA COORDINATOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002494	HORTICULTURAL SUPERVISOR	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001897	HOUSEKEEPING & REGIONAL LNDRY SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001554	HOUSING DEVELOPMENT OFF PRINC	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002420	HOUSING FINANCE SECTION SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001509	HOUSING PROGRAM SUPERVISOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001560	HOUSING PROJECT MANAGEMENT OFF	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
001945	HUMAN RIGHTS ENFOR OFF SUPV.	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
000901	HUMAN RIGHTS PROGRAM DIR	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
002263	HUMAN SERVICES SPEC SUPV	J	03H	03H	1,277	1,552	7.34	8.92	3	03H
001697	HYDROLOGIST PRINCIPAL	J	23J	23J	2,514	3,485	14.45	20.03	1	23J
002174	HYDROLOGIST SUPERVISOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002463	INCOME MNTC PROGRAM ADMIN SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002462	INCOME MNTC PROGRAM SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000074	INCOME TAX ASST DIRECTOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002242	INDIAN EDUC FIELD OFFICE SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002510	INDIAN RESIDENTIAL PROGRAM DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I

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000546	INDUSTRIES SUPERVISOR	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
001711	INDUSTRIES SUPV (LICEN MAKING)	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
001712	INDUSTRIES SUPV (MACHINE)	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
001713	INDUSTRIES SUPV (METAL FAB)	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
001714	INDUSTRIES SUPV (PRINTING)	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
001804	INDUSTRIES SUPV (SCHOOL BUS)	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
001717	INDUSTRIES SUPV (WOODWORKING)	J	18B	18B	2,090	2,165	12.01	12.44	2		18B
002181	INFORMATION OFFICER 2 SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1		12I
001315	INFORMATION OFFICER 4	J	19I	19I	2,165	2,916	12.44	16.76	1		19I
002110	INFORMATION PROGRAM SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1		15I
001368	INFO SYSTEMS CUSTOMER SVC SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1		23I
002261	INSTITUTION COMMUNITY REL SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1		12I
000932	INSTITUTION EDUCATIONAL SUPV	J	22J	22J	2,422	3,363	13.92	19.33	1		22J
002388	INSTITUTIONAL DRIVER/SECUR SUPV	J	08H	08H	1,465	1,869	8.42	10.74	3		08H
002138	INSTITUTIONS PSYCH SVCS DIR	J	23I	23I	2,514	3,363	14.45	19.33	1		23I
002139	INSTITUTIONS TRAINING SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1		15I
001012	INSTRUCTIONAL COMMUNIC SUPV	J	14I	14I	1,804	2,422	10.37	13.92	1		14I
001057	INSURANCE ANALYST SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1		19I
001665	INSURANCE INVESTIGATION SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1		17I
001634	INTERPRETATIVE NATURALIST SR	J	15I	15I	1,869	2,514	10.74	14.45	1		15I
000928	INVENTORY CONTROL SUPERVISOR 1	J	09J	09J	1,514	2,090	8.70	12.01	1		09J
000930	INVENTORY CONTROL SUPERVISOR 2	J	11J	11J	1,616	2,250	9.29	12.93	1		11J
001471	IRON RNG INTERPRETATIVE CTR DIR	J	20I	20I	2,250	3,026	12.93	17.39	1		20I
001345	IRON RANGE RESEARCH SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1		17I
002345	IRRRD MINELAND RECLAMATION DIR	J	20I	20I	2,250	3,026	12.93	17.39	1		20I
002392	ITPSA DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1		19I
002217	JANITOR SUPERVISOR	J	02H	02H	1,248	1,514	7.17	8.70	3		02H
000789	JOB SERVICE AREA MANAGER 1	J	15I	15I	1,869	2,514	10.74	14.45	1		15I
000790	JOB SERVICE AREA MANAGER 2	J	17I	17I	2,015	2,709	11.58	15.57	1		17I

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002317	JOB SERVICE AREA MANAGER 3	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002512	JOB SERVICE SUPERVISOR 1	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000279	JOB SERVICE SUPERVISOR 2	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000280	JOB SERVICE SUPERVISOR 3	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000281	JOB SERVICE SUPERVISOR 4	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000405	LABOR INVESTIGATION SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001374	LABOR STANDARDS ASST DIRECTOR	J	16H	16H	1,940	2,514	11.15	14.45	1	16H
000407	LABORATORY DIR CHEMISTRY	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000409	LABORATORY SERVICES SUPV	J	12I	15I	1,869	2,514	10.74	14.45	1	15I
000649	LANDSCAPE ARCHITECT SENIOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000420	LAUNDRY SUPERINTENDENT	J	08I	08I	1,465	1,940	8.42	11.15	1	08I
002170	LEASE SUPERVISOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002286	LEGAL SECRETARY SR SUPV	J	06H	07H	1,422	1,756	8.17	10.09	3	08H
000650	LIBRARY PROGRAM DIRECTOR	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
002112	LIBRARY SUPERVISOR	J	11I	12I	1,676	2,250	9.63	12.93	1	12I
002113	LIBRARY SUPERVISOR SR	J	14I	14I	1,804	2,422	10.37	13.92	1	15I
000429	LICENSE PLANT SUPERVISOR	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000076	LIQUOR ENFORCEMENT ASST CHIEF	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000432	LIQUOR ENFORCEMENT CHIEF	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001567	LIVESTOCK LIC/WEIGH ASST DIR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001568	LIVESTOCK WEIGHING SUPV	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
001601	LOCAL GOVERNMENT AIDS ASST DIR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002018	LOCAL GOVERNMENT AUDIT DIRECTOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002017	LOCAL GOVERNMENT AUDITOR PRIM	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000430	MACHINERY FACTORY SUPV 1	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
000439	MACHINERY FACTORY SUPV 2	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
002114	MANAGEMENT ANALYSIS PROG SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002264	MANAGEMENT ANALYST INTER SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002115	MANAGEMENT ANALYST SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I

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000862	MATERIALS TRANSFER SUPERVISOR	J	13B	13B	1,737	1,804	9.98	10.37	2	13B
000447	MEAT INSPECTION SUPERVISOR	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
002435	MEDIA PREPARATION SUPV	J	02I	02I	1,248	1,552	7.17	8.92	3	02I
001672	MEDICAL ADVISORY UNIT SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001499	MEDICAL CLAIMS SUPERVISOR	J	08H	08H	1,465	1,869	8.42	10.74	3	08H
002129	MEDICAL LABORATORY SUPERVISOR	J	10I	10I	1,566	2,090	9.00	12.01	1	10I
001641	MEDICAL PAYMENTS RECOVERY SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000454	MEDICAL RECORDS OFFICER	J	09I	09I	1,514	2,015	8.70	11.58	1	10I
002191	MEDICAL RECORDS TECH SR SUPV	J	05H	08H	1,465	1,869	8.42	10.74	3	08H
002407	MEDICAL RECORDS TECHNICIAN SUPV	J	02I	05I	1,347	1,702	7.74	9.78	3	05I
001614	MEDICAL SURVEILLANCE SPEC	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001539	MEDICAL TECHNOLOGIST 2	J	12I	13I	1,737	2,335	9.98	13.42	1	13I
002450	MENTAL HEALTH PROG ADMIN SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
001342	MICROFILM SERVICES UNIT SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000459	MICROFILM SUPERVISOR	J	01H	02H	1,248	1,514	7.17	8.70	3	02H
001887	MICROGRAPHICS OPER SUPV	J	05H	06H	1,385	1,702	7.96	9.78	3	06H
001922	MICROPARTICULATE ANALYST SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002442	MILITARY SECURITY SHIFT SUPV	J	03H	03H	1,277	1,552	7.34	8.92	3	03H
002484	MILITARY SECURITY SUPERVISOR	J	11I	11I	1,616	2,165	9.29	12.44	1	11I
001885	MINELAND RECLAMATION SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001775	MINERAL LEASE SUPERVISOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001927	MINERALS POTENTIAL GEOLOGIST	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001682	MINING AIDE PRINCIPAL	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
001842	MONORAIL MAINTENANCE FOREMAN	J	18B	18B	2,090	2,165	12.01	12.44	2	18B
002424	MONORAIL TOUR SUPERVISOR	J	09G	09G	1,514	1,869	8.70	10.74	1	09G
001668	MOTOR POOL ASST DIR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002456	MOTOR TRANSP ENFORCEMENT SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002116	NAT RES DUTCH ELM PROJECT SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000906	NATURAL RESOURCES EDUC SPEC	J	18I	18I	2,090	2,810	12.01	16.15	1	18I

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002444	NATURAL RES FISH HATCHERY SUPV	J	09I	09I	1,514	2,015	8.70	11.58	1	09I
002403	NAT RES FORESTRY PLANNING SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
001761	NAT RES LICENSE CENTER SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002335	NATURAL RESOURCES PARK SUPV 1	J	080	080	1,465	1,804	8.42	10.37	1	080
002336	NATURAL RESOURCES PARK SUPV 2	J	09I	09I	1,514	2,015	8.70	11.58	1	09I
002337	NATURAL RESOURCES PARK SUPV 3	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001476	NAT RES REG FIELD SVCS COORD	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002397	NAT RES REGIONAL HYDROLOGIST	J	22J	22J	2,422	3,363	13.92	19.33	1	22J
001778	NATURAL RES SERVICE CENTER SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001750	NR SPEC 3 (FISHERIES SUPV)	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001751	NR SPEC 3 (FORESTER)	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000194	NATURAL RESOURCES SPEC 4	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000195	NATURAL RESOURCES SUPERVISOR	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
002439	NAT RES WILDLIFE BIOLOGIST SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002438	NATURAL RES WILDLIFE MGMT SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002026	NAT RES YOUTH PROG ASST COORD	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
001837	NAT RES YOUTH PROG COORD	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000481	NUTRITIONIST SUPERVISOR	J	16I	17I	2,015	2,709	11.58	15.57	1	18I
001492	OCCUP SAFETY & HEALTH AREA SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001318	OCCUP SAFETY & HEALTH ASST DIR	J	22I	22I	2,422	3,247	13.92	18.66	1	22I
001669	OCCUP SAFETY & HEALTH TNG SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002265	OCCUPATIONAL THERAPIST SR SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000486	OFFICE MACHINE REPAIR SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002192	OFFICE SERVICES SUPERVISOR 1	J	05H	06H	1,385	1,702	7.96	9.78	3	07H
002118	OFFICE SERVICES SUPERVISOR 2	J	09I	10I	1,566	2,090	9.00	12.01	1	10I
000294	OFFICE SERVICES SUPERVISOR 3	J	12J	12J	1,676	2,335	9.63	13.42	1	12J
000491	PAINTER FOREMAN	J	17B	17B	2,015	2,090	11.58	12.01	2	17B
001091	PERSONAL PROPERTY INV ASST SUPV	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
001980	PETROLEUM TAX ASST DIR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I

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001875	PHOTOGRAPHIC SERVICES SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000776	PHYSICAL PLANT DIRECTOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000654	PHYSICAL THERAPIST SUPV	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
000516	PLANNER PRINCIPAL RECREATION	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
000519	PLANNER PRINCIPAL TRANSP	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
000520	PLANNING DIRECTOR COMMUNITY	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000522	PLANNING DIRECTOR TRANSPORT	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000968	PLANNING GRANTS ADMINISTRATOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
001645	PLANNING GRANTS ANALYST PRIN	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
002223	PLANNING GRANTS SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000513	PLANNING SUPV COMMUNITY	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
002184	PLANNING SUPERVISOR STATE	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
001549	PLANT HEALTH SPECIALIST SR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000079	PLANT INDUSTRY ASST DIRECTOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000964	PLUMBER FOREMAN	J	18B	18B	2,090	2,165	12.01	12.44	2	18B
000531	PLUMBING INSPECTION SUPERVISOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000848	POLICE TRAINING DIRECTOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002224	POLICE TRNG INSTRUCTION SUPV	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
001329	POLLUTION CONTROL REGIONAL DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001350	POLLUTION CONTROL SPEC PRIN	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002273	POLLUTION CONTROL SPEC SR SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000537	POULTRY PRODUCT INSP SUPV	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
001699	PRINTING & BINDERY SUPERVISOR	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
001459	PRINTING COORDINATOR	J	10H	10H	1,566	2,015	9.00	11.58	3	10H
002023	PRINTING ESTIMATING & PLAN DIR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000540	PRINTING SHOP SUPERVISOR	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
001381	PROCUREMENT ASST DIR STD & ENO	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
000552	PRODUCE INSPECTION SUPERVISOR	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
001650	PROTEIN LABORATORY SUPV	J	13H	13H	1,737	2,250	9.98	12.93	3	13H

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001909	PROVIDER SURV & UTIL REVIEW SUP	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002130	PSYCHOLOGIST 2 SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000572	PUB HEALTH NURSING ASST DIR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000571	PUBLIC HEALTH NURSING DIRECTOR	J	22I	22I	2,422	3,247	13.92	18.66	1	22I
000574	PUBLIC HEALTH PHYSICIAN 2	J	29I	29I	3,134	4,159	18.01	23.90	1	29I
001505	PUBLIC HEALTH SANITARIAN 4	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002131	PUBLIC HEALTH SANITARIAN SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001520	PUB UTIL FINANCIAL ANAL SUPV	J	25I	25I	2,709	3,611	15.57	20.75	1	25I
001527	PUB UTIL RATES EVAL SUPV	J	25I	25I	2,709	3,611	15.57	20.75	1	25I
002232	PUPIL TRANSPORTATION DIRECTOR	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000777	RADIO COMMUNICATIONS SUPERVISOR	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
000588	RADIO MAINTENANCE SUPV	J	16J	16J	1,940	2,709	11.15	15.57	1	16J
000269	RADIOLOGICAL EQUIP OFFICER	J	12J	12J	1,676	2,335	9.63	13.42	3	12J
002225	RATE & TARIFF ANALYST SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002050	REAL ESTATE DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002194	RECREATION THERAPIST COORD	J	11I	11I	1,616	2,165	9.29	12.44	1	11I
002359	RECREATION THERAPY PROG SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002423	REFUGEE PROGRAM SUPERVISOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002172	REGISTERED NURSE ADMIN-SUPV	J	15J	16J	1,940	2,709	11.15	15.57	1	17J
002154	REGISTERED NURSE SUPV	J	13J	13J	1,737	2,422	9.98	13.92	1	14J
000600	REHAB COUNSELING SUPV 2	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002193	REHABILITATION COUNS SR SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002396	REHAB PLACEMENT SUPV/SSB	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000873	REHABILITATION REGIONAL SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002330	REHABILITATION SERVICES SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000603	REHABILITATION THERAPIES DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000856	REHABILITATION THERAPIST SUPV	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
001033	REIMBURSEMENT SUPERVISOR	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002142	RESEARCH ANALYST SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I

CLASS CODE	TITLE	SERIES	COMP CODE		MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	PROG	COMP CODE 7-01-84
			6-30-83	7-01-83						
002254	RESEARCH ANALYST SUPV SR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002329	RESEARCH SCIENTIST SENIOR SUPV	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002119	RESEARCH SCIENTIST SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000610	RESIDENCE HALL DIRECTOR	J	090	09H	1,514	1,940	8.70	11.15	1	09I
002479	RESIDENTIAL PROGRAM SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
000907	RETIREMENT SERVICES DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001425	RETIREMENT SERVICES SPEC SR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002334	REVENUE COMPLIANCE ASST DIR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
001687	REVENUE FIELD OPNS ASST DIR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001511	REVENUE RESEARCH ASST DIR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002478	REVENUE SPECIAL INVEST SUPV	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002414	REV WORD PROCESSING SHIFT SUPV	J	02H	04H	1,310	1,601	7.53	9.20	3	05H
000618	RIGHT OF WAY AGENT PRINCIPAL	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
000847	ROAD INFO & TRANSP PERMIT CHIEF	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002209	SCHOOL FINANCE DIRECTOR	J	24I	24I	2,610	3,485	15.00	20.03	1	24I
002490	SCHOOL ORG TRANSP & FAC DIR	J	24I	24I	2,610	3,485	15.00	20.03	1	24I
001442	SECURITY COMMUN SYST MON SUPV	J	03H	05H	1,347	1,650	7.74	9.48	3	06H
002497	SECURITY HOSPITAL EDUC SUPV	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
001774	SECURITY SHIFT SUPERVISOR	J	03H	03H	1,277	1,552	7.34	8.92	3	03H
001046	SECURITY SUPERVISOR	J	11I	11I	1,616	2,165	9.29	12.44	1	11I
000628	SEED POTATO CERTIFICATION SUPV	J	14I	14I	1,804	2,422	10.37	13.92	1	14I
001073	SIGNING SUPERVISOR	J	11H	11H	1,616	2,090	9.29	12.01	1	11H
000676	SOCIAL SERVICES SUPERVISOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002196	SOCIAL WORK SPECIALIST SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002197	SOCIAL WORKER SENIOR SUPERVISOR	J	12I	12I	1,476	2,250	9.63	12.93	1	12I
001799	SOIL CONSERVATION REP SR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002041	SOIL SCIENTIST SENIOR	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002327	SOLAR ENERGY COORDINATOR	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
000810	SPECIAL AGENT IN CHARGE	J	23I	23I	2,514	3,363	14.45	19.33	1	23I

CLASS CODE	TITLE	SERIES	COMP 6-30-83	CODE 7-01-83	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	PROG	COMP CODE 7-01-84
002348	SPEC COMMUN PROG DIR CHEMIC DEP	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
002360	SPEECH & HEARING DEPT SUPV	J	18I	18I	2,090	2,810	12.01	16.15	1	18I
001935	STAFF PROGRAM SUPERVISOR	J	06J	06J	1,385	1,810	7.96	10.40	1	06J
001655	STATE FIRE SAFETY SUPERVISOR	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
000970	STATE LABORATORY METROLOGIST	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000793	STEAMFITTING FOREMAN	J	18B	18B	2,090	2,165	12.01	12.44	2	18B
000891	STEAMFITTING STANDARDS SUPV	J	22E	22E	2,422	2,810	13.92	16.15	1	22E
000164	STORES CLERK CHIEF	J	03H	03H	1,277	1,552	7.34	8.92	3	03H
000707	STORES SUPERVISOR	J	08H	08H	1,465	1,869	8.42	10.74	3	08H
002176	SURVEY CREW SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002132	SYSTEMS ANALYSIS UNIT SUPV	J	21J	21J	2,335	3,247	13.42	18.66	1	21J
001089	SYSTEMS SUPERVISOR	J	23J	23J	2,514	3,485	14.45	20.03	1	23J
000512	TAX COURT ASST ADMINISTRATOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002121	TAX EXAMINING SUPERVISOR 1	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002122	TAX EXAMINING SUPERVISOR 2	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002123	TAX EXAMINING SUPERVISOR 3	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002226	TRANSP CONTRACT COMPLIANCE SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001734	TRANSPORT ELECTRICAL MNTC SUPT	J	18J	18J	2,090	2,916	12.01	16.76	1	18J
001899	TRANS PLANNING COORD REGIONAL	J	21I	21I	2,335	3,134	13.42	18.01	1	21I
001902	TRANSPORTATION SAFETY DIRECTOR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002227	TRANSP TRAVEL & INFO CENT DIR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
000911	TRAVEL & INFO CENTER SUPV	J	05I	05I	1,347	1,702	7.74	9.78	3	05I
001777	TREASURER'S UNCLAIMED PROP DIR	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
000704	TYPING POOL SUPERVISOR	J	05H	06H	1,385	1,702	7.96	9.78	3	07H
002475	UNCLAIMED PROPERTY CMPLNCE SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000744	UNEMP COMP SUPERVISOR 3	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002446	UNEMP INSURANCE PROGRAM SUPV 1	J	12I	12I	1,476	2,250	9.63	12.93	1	12I
000742	UNEMP INSURANCE SUPERVISOR 2	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000743	UNEMP INSURANCE SUPERVISOR 3	J	17I	17I	2,015	2,709	11.58	15.57	1	17I

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CLASS CODE	TITLE	SERIES	COMP CODE		MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	PROG	COMP CODE 7-01-84
			6-30-83	7-01-83						
001708	UNEMPLOYMENT TAX EXAMINER PRIN	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
001707	UNEMPLOYMENT TAX EXAMINER SR	J	15J	15J	1,869	2,610	10.74	15.00	1	15J
002061	UNIVERSITY PRINT SHOP SUPV	J	12I	12I	1,676	2,250	9.63	12.93	1	12I
002124	VETERANS ASST BRANCH OFF SUPV	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
000747	VETERANS ASSISTANCE SUPERVISOR	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002125	VETERANS CLAIMS BRANCH OFF SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002328	VETERANS HOME ACTIVITIES DIR	J	13I	13I	1,737	2,335	9.98	13.42	1	13I
000752	VETERINARIAN SENIOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
002288	VOCATIONAL LICENSURE SUPV	J	20I	20I	2,250	3,026	12.93	17.39	1	20I
002205	VOC REHAB STAFF SERVICES SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002361	VOCATIONAL THERAPY PROG SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002228	VOLUNTEER SERVICES SUPERVISOR	J	09G	09I	1,514	2,015	8.70	11.58	1	09I
002044	VOYAGEURS NATL PARK PROJ DIR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
001947	WATER TREATMENT PLANT SUPV	J	17B	17B	2,015	2,090	11.58	12.01	2	17B
001704	WEIGHTS & MEASURES REG SUPV	J	17I	17I	2,015	2,709	11.58	15.57	1	17I
002466	WELFARE LIBRARY CONSORTIUM SUPV	J	16I	16I	1,940	2,610	11.15	15.00	1	16I
002280	WELFARE SPECIALIST SR SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
002199	WELFARE SPECIALIST SUPERVISOR	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
000764	WELFARE SUPERVISOR	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001988	WORD PROCESSING CENTER SUPV	J	06H	07H	1,422	1,756	8.17	10.09	3	08H
000940	WORKERS' COMP ANALYSIS SUPV	J	15I	15I	1,869	2,514	10.74	14.45	1	15I
002362	WRKS' COMP RCRD & COMPL SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001676	ZOOLOGICAL GDN VETERINARIAN	J	23I	23I	2,514	3,363	14.45	19.33	1	23I
001544	ZOOLOGICAL RECORDS SUPV	J	19I	19I	2,165	2,916	12.44	16.76	1	19I
001696	ZOOLOGIST	J	15I	15I	1,869	2,514	10.74	14.45	1	15I

APPENDIX G

**Unit 216 Middle Management Association
Series J Ranges 1-29
Effective 7/1/83-6/30/84**

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	14,595	14,971	15,326	15,723	16,161	16,620	17,059	17,581	18,166	01
		MO	1216	1248	1277	1310	1347	1385	1422	1465	1514	
		HR	6.99	7.17	7.34	7.53	7.74	7.96	8.17	8.42	8.70	
J	02	YR	14,971	15,326	15,723	16,161	16,620	17,059	17,581	18,166	18,625	02
		MO	1248	1277	1310	1347	1385	1422	1465	1514	1552	
		HR	7.17	7.34	7.53	7.74	7.96	8.17	8.42	8.70	8.92	
J	03	YR	15,326	15,723	16,161	16,620	17,059	17,581	18,166	18,625	19,210	03
		MO	1277	1310	1347	1385	1422	1465	1514	1552	1601	
		HR	7.34	7.53	7.74	7.96	8.17	8.42	8.70	8.92	9.20	
J	04	YR	15,723	16,161	16,620	17,059	17,581	18,166	18,667	19,210	19,794	04
		MO	1310	1347	1385	1422	1465	1514	1556	1601	1650	
		HR	7.53	7.74	7.96	8.17	8.42	8.70	8.94	9.20	9.48	
J	05	YR	16,161	16,620	17,059	17,581	18,166	18,708	19,251	19,794	20,421	05
		MO	1347	1385	1422	1465	1514	1559	1604	1650	1702	
		HR	7.74	7.96	8.17	8.42	8.70	8.96	9.22	9.48	9.78	
J	06	YR	16,620	17,059	17,581	18,166	18,771	19,314	19,940	20,421	21,068	06
		MO	1385	1422	1465	1514	1564	1610	1662	1702	1756	
		HR	7.96	8.17	8.42	8.70	8.99	9.25	9.55	9.78	10.09	
J	07	YR	17,059	17,581	18,166	18,792	19,356	20,024	20,629	21,066	21,715	07
		MO	1422	1465	1514	1566	1613	1669	1719	1756	1810	
		HR	8.17	8.42	8.70	9.00	9.27	9.59	9.88	10.09	10.40	
J	08	YR	17,581	18,166	18,792	19,398	20,107	20,838	21,653	22,425	23,281	08
		MO	1465	1514	1566	1616	1676	1737	1804	1869	1940	
		HR	8.42	8.70	9.00	9.29	9.63	9.98	10.37	10.74	11.15	
J	09	YR	18,166	18,792	19,398	20,107	20,838	21,653	22,425	23,281	24,179	09
		MO	1514	1566	1616	1676	1737	1804	1869	1940	2015	
		HR	8.70	9.00	9.29	9.63	9.98	10.37	10.74	11.15	11.58	
J	10	YR	18,792	19,398	20,107	20,838	21,653	22,425	23,281	24,179	25,077	10
		MO	1566	1616	1676	1737	1804	1869	1940	2015	2090	
		HR	9.00	9.29	9.63	9.98	10.37	10.74	11.15	11.58	12.01	
J	11	YR	19,398	20,107	20,838	21,653	22,425	23,281	24,179	25,077	25,975	11
		MO	1616	1676	1737	1804	1869	1940	2015	2090	2165	
		HR	9.29	9.63	9.98	10.37	10.74	11.15	11.58	12.01	12.44	
J	12	YR	20,107	20,838	21,653	22,425	23,281	24,179	25,077	25,975	26,998	12
		MO	1676	1737	1804	1869	1940	2015	2090	2165	2250	
		HR	9.63	9.98	10.37	10.74	11.15	11.58	12.01	12.44	12.93	
J	13	YR	20,838	21,653	22,425	23,281	24,179	25,077	25,975	26,998	28,021	13
		MO	1737	1804	1869	1940	2015	2090	2165	2250	2335	
		HR	9.98	10.37	10.74	11.15	11.58	12.01	12.44	12.93	13.42	
J	14	YR	21,653	22,425	23,281	24,179	25,077	25,975	26,998	28,021	29,065	14
		MO	1804	1869	1940	2015	2090	2165	2250	2335	2422	
		HR	10.37	10.74	11.15	11.58	12.01	12.44	12.93	13.42	13.92	
J	15	YR	22,425	23,281	24,179	25,077	25,975	26,998	28,021	29,065	30,172	15
		MO	1869	1940	2015	2090	2165	2250	2335	2422	2514	
		HR	10.74	11.15	11.58	12.01	12.44	12.93	13.42	13.92	14.45	
J	16	YR	23,281	24,179	25,077	25,975	26,998	28,021	29,065	30,172	31,320	16
		MO	1940	2015	2090	2165	2250	2335	2422	2514	2610	
		HR	11.15	11.58	12.01	12.44	12.93	13.42	13.92	14.45	15.00	
J	17	YR	24,179	25,077	25,975	26,998	28,021	29,065	30,172	31,320	32,510	17
		MO	2015	2090	2165	2250	2335	2422	2514	2610	2709	
		HR	11.58	12.01	12.44	12.93	13.42	13.92	14.45	15.00	15.57	
J	18	YR	25,077	25,975	26,998	28,021	29,065	30,172	31,320	32,510	33,721	18
		MO	2090	2165	2250	2335	2422	2514	2610	2709	2810	
		HR	12.01	12.44	12.93	13.42	13.92	14.45	15.00	15.57	16.15	
J	19	YR	25,975	26,998	28,021	29,065	30,172	31,320	32,510	33,721	34,995	19
		MO	2165	2250	2335	2422	2514	2610	2709	2810	2916	
		HR	12.44	12.93	13.42	13.92	14.45	15.00	15.57	16.15	16.76	

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										

Unit 216 Middle Management Association (cont.)
Series J Ranges 1-29
Effective 7/1/83-6/30/84

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	
J	20	YR	26,998	28,021	29,065	30,172	31,320	32,510	33,721	34,995	36,310	37,605	20
		MO	2250	2335	2422	2514	2610	2709	2810	2916	3026	3134	
		HR	12.93	13.42	13.92	14.45	15.00	15.57	16.15	16.76	17.39	18.01	
J	21	YR	28,021	29,065	30,172	31,320	32,510	33,721	34,995	36,310	37,605	38,962	21
		MO	2335	2422	2514	2610	2709	2810	2916	3026	3134	3247	
		HR	13.42	13.92	14.45	15.00	15.57	16.15	16.76	17.39	18.01	18.66	
J	22	YR	29,065	30,172	31,320	32,510	33,721	34,995	36,310	37,605	38,962	40,361	22
		MO	2422	2514	2610	2709	2810	2916	3026	3134	3247	3363	
		HR	13.92	14.45	15.00	15.57	16.15	16.76	17.39	18.01	18.66	19.33	
J	23	YR	30,172	31,320	32,510	33,721	34,995	36,310	37,605	38,962	40,361	41,823	23
		MO	2514	2610	2709	2810	2916	3026	3134	3247	3363	3485	
		HR	14.45	15.00	15.57	16.15	16.76	17.39	18.01	18.66	19.33	20.03	
J	24	YR	31,320	32,510	33,721	34,995	36,310	37,605	38,962	40,361	41,823	43,326	24
		MO	2610	2709	2810	2916	3026	3134	3247	3363	3485	3611	
		HR	15.00	15.57	16.15	16.76	17.39	18.01	18.66	19.33	20.03	20.75	
J	25	YR	32,510	33,721	34,995	36,310	37,605	38,962	40,361	41,823	43,326	44,892	25
		MO	2709	2810	2916	3026	3134	3247	3363	3485	3611	3741	
		HR	15.57	16.15	16.76	17.39	18.01	18.66	19.33	20.03	20.75	21.50	
J	26	YR	33,721	34,995	36,310	37,605	38,962	40,361	41,823	43,326	44,892	46,500	26
		MO	2810	2916	3026	3134	3247	3363	3485	3611	3741	3875	
		HR	16.15	16.76	17.39	18.01	18.66	19.33	20.03	20.75	21.50	22.27	
J	27	YR	34,995	36,310	37,605	38,962	40,361	41,823	43,326	44,892	46,500	48,170	27
		MO	2916	3026	3134	3247	3363	3485	3611	3741	3875	4014	
		HR	16.76	17.39	18.01	18.66	19.33	20.03	20.75	21.50	22.27	23.07	
J	28	YR	36,310	37,605	38,962	40,361	41,823	43,326	44,892	46,500	48,170	49,903	28
		MO	3026	3134	3247	3363	3485	3611	3741	3875	4014	4159	
		HR	17.39	18.01	18.66	19.33	20.03	20.75	21.50	22.27	23.07	23.90	
J	29	YR	37,605	38,962	40,361	41,823	43,326	44,892	46,500	48,170	49,903		29
		MO	3134	3247	3363	3485	3611	3741	3875	4014	4159		
		HR	18.01	18.66	19.33	20.03	20.75	21.50	22.27	23.07	23.90		
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 H

Unit 216 Middle Management Association
Series J Ranges 1-29
Effective 7/1/84-6/30/85

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	15,242	15,639	16,015	16,433	16,892	17,372	17,832	18,374	18,980		01
		MO	1270	1303	1335	1369	1408	1448	1486	1531	1582		
		HR	7.30	7.49	7.67	7.87	8.09	8.32	8.54	8.80	9.09		
J	02	YR	15,639	16,015	16,433	16,892	17,372	17,832	18,374	18,980	19,460		02
		MO	1303	1335	1369	1408	1448	1486	1531	1582	1622		
		HR	7.49	7.67	7.87	8.09	8.32	8.54	8.80	9.09	9.32		
J	03	YR	16,015	16,433	16,892	17,372	17,832	18,374	18,980	19,460	20,066		03
		MO	1335	1369	1408	1448	1486	1531	1582	1622	1672		
		HR	7.67	7.87	8.09	8.32	8.54	8.80	9.09	9.32	9.61		
J	04	YR	16,433	16,892	17,372	17,832	18,374	18,980	19,502	20,066	20,692		04
		MO	1369	1408	1448	1486	1531	1582	1625	1672	1724		
		HR	7.87	8.09	8.32	8.54	8.80	9.09	9.34	9.61	9.91		
J	05	YR	16,892	17,372	17,832	18,374	18,980	19,544	20,107	20,692	21,339		05
		MO	1408	1448	1486	1531	1582	1629	1676	1724	1778		
		HR	8.09	8.32	8.54	8.80	9.09	9.36	9.63	9.91	10.22		
J	06	YR	17,372	17,832	18,374	18,980	19,606	20,191	20,838	21,339	22,008	22,697	06
		MO	1448	1486	1531	1582	1634	1683	1737	1778	1834	1891	
		HR	8.32	8.54	8.80	9.09	9.39	9.67	9.98	10.22	10.54	10.87	
J	07	YR	17,832	18,374	18,980	19,648	20,233	20,922	21,548	22,008	22,697		07
		MO	1486	1531	1582	1637	1686	1743	1796	1834	1891		
		HR	8.54	8.80	9.09	9.41	9.69	10.02	10.32	10.54	10.87		
J	08	YR	18,374	18,980	19,648	20,274	21,005	21,778	22,634	23,427	24,325	25,265	08
		MO	1531	1582	1637	1690	1750	1815	1886	1952	2027	2105	
		HR	8.80	9.09	9.41	9.71	10.06	10.43	10.84	11.22	11.65	12.10	
J	09	YR	18,980	19,648	20,274	21,005	21,778	22,634	23,427	24,325	25,265	26,204	09
		MO	1582	1637	1690	1750	1815	1886	1952	2027	2105	2184	
		HR	9.09	9.41	9.71	10.06	10.43	10.84	11.22	11.65	12.10	12.55	
J	10	YR	19,648	20,274	21,005	21,778	22,634	23,427	24,325	25,265	26,204	27,144	10
		MO	1637	1690	1750	1815	1886	1952	2027	2105	2184	2262	
		HR	9.41	9.71	10.06	10.43	10.84	11.22	11.65	12.10	12.55	13.00	
J	11	YR	20,274	21,005	21,778	22,634	23,427	24,325	25,265	26,204	27,144	28,209	11
		MO	1690	1750	1815	1886	1952	2027	2105	2184	2262	2351	
		HR	9.71	10.06	10.43	10.84	11.22	11.65	12.10	12.55	13.00	13.51	
J	12	YR	21,005	21,778	22,634	23,427	24,325	25,265	26,204	27,144	28,209	29,274	12
		MO	1750	1815	1886	1952	2027	2105	2184	2262	2351	2439	
		HR	10.06	10.43	10.84	11.22	11.65	12.10	12.55	13.00	13.51	14.02	
J	13	YR	21,778	22,634	23,427	24,325	25,265	26,204	27,144	28,209	29,274	30,380	13
		MO	1815	1886	1952	2027	2105	2184	2262	2351	2439	2532	
		HR	10.43	10.84	11.22	11.65	12.10	12.55	13.00	13.51	14.02	14.55	
J	14	YR	22,634	23,427	24,325	25,265	26,204	27,144	28,209	29,274	30,380	31,529	14
		MO	1886	1952	2027	2105	2184	2262	2351	2439	2532	2627	
		HR	10.84	11.22	11.65	12.10	12.55	13.00	13.51	14.02	14.55	15.10	
J	15	YR	23,427	24,325	25,265	26,204	27,144	28,209	29,274	30,380	31,529	32,740	15
		MO	1952	2027	2105	2184	2262	2351	2439	2532	2627	2728	
		HR	11.22	11.65	12.10	12.55	13.00	13.51	14.02	14.55	15.10	15.68	
J	16	YR	24,325	25,265	26,204	27,144	28,209	29,274	30,380	31,529	32,740	33,972	16
		MO	2027	2105	2184	2262	2351	2439	2532	2627	2728	2831	
		HR	11.65	12.10	12.55	13.00	13.51	14.02	14.55	15.10	15.68	16.27	
J	17	YR	25,265	26,204	27,144	28,209	29,274	30,380	31,529	32,740	33,972	35,245	17
		MO	2105	2184	2262	2351	2439	2532	2627	2728	2831	2937	
		HR	12.10	12.55	13.00	13.51	14.02	14.55	15.10	15.68	16.27	16.88	
J	18	YR	26,204	27,144	28,209	29,274	30,380	31,529	32,740	33,972	35,245	36,561	18
		MO	2184	2262	2351	2439	2532	2627	2728	2831	2937	3047	
		HR	12.55	13.00	13.51	14.02	14.55	15.10	15.68	16.27	16.88	17.51	
J	19	YR	27,144	28,209	29,274	30,380	31,529	32,740	33,972	35,245	36,561	37,939	19
		MO	2262	2351	2439	2532	2627	2728	2831	2937	3047	3162	
		HR	13.00	13.51	14.02	14.55	15.10	15.68	16.27	16.88	17.51	18.17	
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													

Unit 216 Middle Management Association (cont.)
Series J Ranges 1-29
Effective 7/1/84-6/30/85

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	28,209	29,274	30,380	31,529	32,740	33,972	35,245	36,561	37,939	39,296			20
		MO	2351	2439	2532	2627	2728	2831	2937	3047	3162	3275			
		HR	13.51	14.02	14.55	15.10	15.68	16.27	16.88	17.51	18.17	18.82			
J	21	YR	29,274	30,380	31,529	32,740	33,972	35,245	36,561	37,939	39,296	40,716			21
		MO	2439	2532	2627	2728	2831	2937	3047	3162	3275	3393			
		HR	14.02	14.55	15.10	15.68	16.27	16.88	17.51	18.17	18.82	19.50			
J	22	YR	30,380	31,529	32,740	33,972	35,245	36,561	37,939	39,296	40,716	42,178			22
		MO	2532	2627	2728	2831	2937	3047	3162	3275	3393	3515			
		HR	14.55	15.10	15.68	16.27	16.88	17.51	18.17	18.82	19.50	20.20			
J	23	YR	31,529	32,740	33,972	35,245	36,561	37,939	39,296	40,716	42,178	43,702			23
		MO	2627	2728	2831	2937	3047	3162	3275	3393	3515	3642			
		HR	15.10	15.68	16.27	16.88	17.51	18.17	18.82	19.50	20.20	20.93			
J	24	YR	32,740	33,972	35,245	36,561	37,939	39,296	40,716	42,178	43,702	45,268			24
		MO	2728	2831	2937	3047	3162	3275	3393	3515	3642	3772			
		HR	15.68	16.27	16.88	17.51	18.17	18.82	19.50	20.20	20.93	21.68			
J	25	YR	33,972	35,245	36,561	37,939	39,296	40,716	42,178	43,702	45,268	46,917			25
		MO	2831	2937	3047	3162	3275	3393	3515	3642	3772	3910			
		HR	16.27	16.88	17.51	18.17	18.82	19.50	20.20	20.93	21.68	22.47			
J	26	YR	35,245	36,561	37,939	39,296	40,716	42,178	43,702	45,268	46,917	48,588			26
		MO	2937	3047	3162	3275	3393	3515	3642	3772	3910	4049			
		HR	16.88	17.51	18.17	18.82	19.50	20.20	20.93	21.68	22.47	23.27			
J	27	YR	36,561	37,939	39,296	40,716	42,178	43,702	45,268	46,917	48,588	50,342			27
		MO	3047	3162	3275	3393	3515	3642	3772	3910	4049	4195			
		HR	17.51	18.17	18.82	19.50	20.20	20.93	21.68	22.47	23.27	24.11			
J	28	YR	37,939	39,296	40,716	42,178	43,702	45,268	46,917	48,588	50,342	52,158			28
		MO	3162	3275	3393	3515	3642	3772	3910	4049	4195	4347			
		HR	18.17	18.82	19.50	20.20	20.93	21.68	22.47	23.27	24.11	24.98			
J	29	YR	39,296	40,716	42,178	43,702	45,268	46,917	48,588	50,342	52,158			29	
		MO	3275	3393	3515	3642	3772	3910	4049	4195	4347				
		HR	18.82	19.50	20.20	20.93	21.68	22.47	23.27	24.11	24.98				
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															

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

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

**Supervisor Group Life &
Health Care Program**

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for expenses incurred. The supervisor is normally responsible for a portion of the expenses. The supervisor 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
(In-patient and clinical)	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
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OUT PATIENT EMERGENCY	100% coverage
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PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 3 $\frac{1}{2}$ day supply. Drugs available at CMGHP medical center or participating pharmacies.
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EYE GLASSES	Available at reduced cost at participating optical stores.
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MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
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OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
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OUTPATIENT	Covered under out-patient mental health.
------------	--

SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
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OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and ambulance charges.
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DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
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PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	CMGHP provides conversion to a self pay CMGHP membership.
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COORDINATED HEALTH
CARE

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

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

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

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

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

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

Out-patient: Amount ~~covered~~ 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.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

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

Full plan level of benefits if in plan service area.

**GROUP HEALTH PLAN
INC.**

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

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

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

Member pays \$2 per prescription at HMO participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMO participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMO physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a calendar year for emergency care.

Preventive dental care for children to age 12. GHP member may select separate 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 coverage for routine dental care. Accidental injury to natural teeth - initial emergency visit only is covered 100% when coordinated by primary care HMO physician.

No restrictions.

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

GHP provides conversion to a group-term life insurance policy in GHP.

Individual conversion, major medical conversion contract to Blue Cross/Blue Shield of Minnesota.

**MEDCENTER HEALTH
PLAN**

**NICOLLET EITEL HEALTH
PLAN**

MED CENTER and NICOLLET EITEL Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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), and purchased at NEHP pharmacy.

\$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.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

A service area MCHP provides conversion to membership in MCHP. Members leaving must a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

**PHYSICIANS HEALTH
PLAN**

SHARE HEALTH PLAN

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

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

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

Discounts for eye glasses are available through participating optical centers.

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.

Same coverage as above.

80% coverage for emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident.

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.

If remaining in the working area, benefits remain the same except for co-payment of: \$3 per office visit (except for preventive benefits) \$15 for one room, and 25% for the first \$2,500 of in-patient hospital expenses per confinement. Members leaving the area select one of the Mutual of Omaha conversion plan.

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

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

100% coverage for 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 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 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.

Available at a substantial discount through SHARE.

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 \$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.

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

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

Preventive dental care for children under age 12, for office calls, exams, cleanings and fluorides, at 1630 University Medical Clinic.

No restrictions

Available through the conversion plan, level of benefits for persons residing in the area. Scheduled benefits available.

HOSPITAL SERVICES**BLUE CROSS AND BLUE
SHIELD OF MINNESOTA****GENERAL ADMISSIONS**

Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

*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. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

**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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.

ANESTHESIOLOGY

90% 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 with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

**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 treatment of illness or injury.

*See Major Medical description.

PHYSICIAN'S FEES**PHYSICIAN**

See Major Medical description.

MAJOR MEDICAL

\$100.00 calendar year deductible per person.

80% reimbursement on expenses exceeding the deductible.

\$500,000 maximum.

Please see separate brochure for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

DULUTH
(218) 722-3371
ST. CLOUD
(612) 253-0300

MINNETONKA
(952) 835-4406
IN CITIES
(612) 436-5090

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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

Coverage C Prosthetics

50% coverage through GHP dental
facilities.

Coverage D Orthodontics

Provided at 80% of charge through
designated GHP dental staff, to
dependent children under age
19.

\$1,000 annual maximum benefit on
orthodontics.

Miscellaneous

No deducti
coverage

GROUP

If remaining in
non-group HMO for specific
area may self
Northwestern

Central Minnesota Group Health Plan
Phone: 253-5220

CLINIC

GHMP 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, P.A.
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Hoyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Hoyt-Lakes

Group Health Plan, Inc.
Phone: 623-8504

• **GROUP HEALTH COMO MEDICAL CENTER**
2500 Como Ave. (at Hwy. 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER
1533 Utica Ave. So. (at Hwy. 12 & 100)
St. Louis Park, MN

• **GROUP HEALTH BLOOMINGTON MEDICAL CENTER**
56th 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

HMO LOCATIONS

• **GROUP HEALTH RIVERSIDE MEDICAL CENTER**
606 24th Ave. So., Minneapolis, MN

• **GROUP HEALTH SAINT PAUL MEDICAL CENTER**
Wabasha & Plato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Bry. 96 White Bear Lake, MN

• **GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER**
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Pennock Lane
Apple Valley, 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMON)

HMON provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 Zilla St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Avenue, Ramsey, MN 55303

CHAMPLIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS
MENCY MEDICAL CENTER
4050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55421

RIDGEDALE MEDICAL CENTER
13911 Ridgedale Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Highway 55, Minnetonka, MN 55343

HOPKINS MEDICAL CENTER
47 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON MEDICAL CENTER
4200 W. Old Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BLDG.
Suite 206, 825 So. 8th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
4651 Nicolls Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Eno. Blvd., St. Louis Park, MN

CLINIC

INVER GROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Inver Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3220 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 N. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 N. Ruth Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2579 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GORMAN CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Street, Shakopee, MN 55379

AFFILIATE OFFICE
15950 Franklin Trail S.E.
Prior Lake, MN 55372

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Phone: 332-5360

CLINICS

BLOOMINGTON NICOLLET CLINIC
7901 Xerxes Ave. S.
Bloomington, MN

BURNSVILLE NICOLLET CLINIC

38th and Nicollet
Burnsville, Minnesota

MINNEAPOLIS NICOLLET CLINIC
Center Ave. & Cliff Street
Eagan, Minnesota

MINNEAPOLIS NICOLLET CLINIC
Franklin & Blaisdell Avenue
Minneapolis, Minnesota

RIDGEDALE NICOLLET CLINIC
494 & Hwy. 12
Minnetonka, Minnesota

HOSPITALS

BITEL HOSPITAL
Minneapolis, MN

FAIRVIEW-SOUTHDALE HOSPITAL
Edina, MN

CHILDREN'S HEALTH CENTER
Minneapolis, MN

PHYSICIANS HEALTH PLAN (PHP)

PHP provides services through more than 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 936-1200.

Share Health Plan
Phone: 854-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Nicollet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue No., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinwood Lane & 62nd Place, Maple Grove 55441

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

UNITY HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL
6401 France Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

BETHESDA HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue No., Minneapolis, MN

DEPARTMENT

EMPLOYEE RELATIONS - 3RD FLOOR
SPACE CENTER BUILDING

Office Memorandum

TO: The Honorable Thomas Nelson
Chairperson
Legislative Commission on Employee Relations

DATE: 8/15/83

FROM: Nina Rothchild
Commissioner

PHONE: 296-8366

SUBJECT: Commissioner's Plan

In accord with Minn. Stat. 43A.18, Subdivision 2, I am submitting to you the enclosed Commissioner's Plan for consideration by the Legislative Commission on Employee Relations. I have attached a summary of the major provisions of the plan to assist you in your review. Please contact me with any questions or concerns.

Attachments

Nina Rothchild

Leaves

- Increases vacation accrual after 25 years to conform to negotiated contracts.
- Allows sick leave usage for dependents not in same household.
- Requires granting unpaid leave for VISTA and Peace Corps on the same basis as military leave. Eliminates vacation accrual during unpaid voluntary military leaves.
- Continues voluntary unpaid leaves for salary savings purposes with full benefits.

Employee Development

- New chapter outlining position descriptions, performance appraisal, development planning, training, memberships, subscriptions, reclassification, change in employment condition, job sharing, job information, and mobility assignments.

Seniority, Layoff, Recall, Probation

- Provides 10 work day trail period on appointments and transfers within an agency or between agencies.
- Provides seniority to be calculated by class statewide, but no "bumping" rights across agency lines. Requires recall of employees laid off from other agencies before "off the street" hires.
- Retains discretionary affirmative action override on layoff.

Expenses

- Increases auto mileage from .26 to .27.
- Allows combined reimbursement for two or more meals when in travel status.
- Provides mandatory reimbursement of actual costs up to \$10,000 for required moves and removes limits on individual items. Provides Appointing Authority discretion in payment for voluntary moves and for exceeding \$10,000 on required moves.

Insurance

- Provides same coverage as negotiated contracts including physicians and hospital AWARE programs.
- Provides benefits be half-paid by State for those working 50-75% time.

Vacation Accrual

- Provides same schedule as negotiated contracts, ranging from 4 hours per pay period to 9 hours per pay period.

Salary

- Provides salary ranges identical to negotiated contracts for same job classes.
- Provides across-the-board increases for employees not over the maximum of their ranges of 4 percent or .25 per hour in FY 84 and 4.5 percent or .30 per hour in FY 85.
- Phases out 3 percent anniversary date increases for technical, clerical, and service classes and eliminates achievement awards limited to 40 percent of employees. Replaces with performance-based increases of up to 6 percent if performance exceeds standards and up to 4 percent if performance meets standards.
- Provides performance-based increases be paid in lump sum up to \$1500 if increase would exceed maximum of assigned range or if employee is at or above the maximum.
- Provides salary increase on promotion or work out of class of 3 to 9 percent.
- Provides pay equity adjustments same as negotiated contracts for same classes, comparable to similar classes for unique classes.

COMMISSIONER'S PLAN

July 1, 1983 through June 30, 1985

Prepared pursuant to Minn. Stat. 43A.18, subdivision 2, by the:

Minnesota Department of Employee Relations
3rd Floor Space Center
444 Lafayette Road
Saint Paul, Minnesota 55101
(612) 296-2616

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Chapter 1. COVERAGE

The Commissioner's Plan, authorized by M.S. 43A.18, subdivision 2, establishes the compensation, terms, and conditions of employment for interns and all non-managerial classified and unclassified employees (except unclassified employees of the legislative and judicial branches) who are not covered by a collective bargaining agreement and who are not otherwise provided for in law. Specifically included are:

- confidential employees as identified in M.S. 179.63, subdivision 8;
- classified employees in the Office of the Legislative Auditor;
- employees who work less than 14 hours per week or less than 67 days in any calendar year and are, therefore, excluded from the bargaining units to which their classes are assigned (hereinafter referred to as "insufficient work time employees");
- Compensation Judges;
- employees who have severed from bargaining units under the provisions of M.S. 179.741, subdivision 2, except for professional employees of the Higher Education Coordinating Board;
- medical specialists whose compensation is established under the provisions of M.S. 43A.17, subdivision 4; and
- employees of the Bureau of Mediation Services and the Public Employment Relations Board and employees in the classes of Pilot and Chief Pilot under the provisions of M.S. 179.74, subdivision 4.

This plan provides coverage for the biennium beginning on July 1, 1983, and ending on June 30, 1985. The vacation accrual rates contained in Chapter 4 are effective July 13, 1983, and the provisions of Chapter 13 regarding salary range adjustments and individual salary increases are effective July 1, 1983. All other provisions are effective on the date this Plan is approved by the Legislative Commission on Employee Relations. Provisions shall remain in effect after June 30, 1985, until a new plan for the following biennium is approved by the Legislative Commission on Employee Relations.

work for the state of Minnesota. The plan provides for the payment of wages to employees who are not covered by a collective bargaining agreement and who are not otherwise provided for in law. The plan also provides for the payment of wages to employees who are not covered by a collective bargaining agreement and who are not otherwise provided for in law.

The plan provides for the payment of wages to employees who are not covered by a collective bargaining agreement and who are not otherwise provided for in law. The plan also provides for the payment of wages to employees who are not covered by a collective bargaining agreement and who are not otherwise provided for in law. The plan also provides for the payment of wages to employees who are not covered by a collective bargaining agreement and who are not otherwise provided for in law.

Chapter 2. HOURS OF WORK AND OVERTIME

Standard Work Schedules. The standard work day consists of eight hours of work within a 24 hour period, exclusive of an unpaid lunch period. The standard work week consists of five days, normally Monday through Friday, totaling 40 hours. An Appointing Authority may establish other daily or weekly work schedules, including four 10-hour days, and shall give affected employees 14 days notice of schedule changes. Schedules in effect on July 1, 1983, may continue without further notice to employees. Work schedules for State Patrol supervisors shall be established or changed by the Appointing Authority in accord with the needs of the State Patrol.

Flexible Work Schedules. An employee may request a modification of his/her current work schedule to another schedule which provides for consecutive hours of work within a work day, exclusive of an unpaid lunch period. The Appointing Authority may approve or deny 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.

Emergency Work Schedules. In emergency situations, an Appointing Authority may change work schedules without advance notice for such time periods as the Appointing Authority determines that alternative schedules are necessary.

Meal and Rest Periods. Each employee who works more than four hours per day shall normally 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. Each employee shall have a 15 minute paid rest period during each one-half of their standard work day or during each four hours of scheduled work, whichever is greater. The scheduling of employee rest periods is at the discretion of the Appointing Authority. Rest periods may not be accumulated.

Overtime Hours and Eligibility. All paid leave time (vacation, holidays, sick leave, compensatory time off, or paid leaves of absence) shall be considered time worked for purposes of this Chapter. Employees are eligible for overtime pay as provided below:

- Non-supervisory clerical, technical, craft, and service employees in series B, C, and L and supervisory clerical, technical, craft, and service employees in series J assigned to compensation codes 8 and lower are eligible for overtime pay for hours worked in excess of the standard work day or eight hours, whichever is greater, or for hours worked on a holiday or on any regularly scheduled day of rest when the work is required by, or has the approval of, an authorized supervisor. These employees shall be compensated for overtime hours worked at the rate of one and one-half times their regular hourly rates of pay.
- Interns, registered nurses, professional employees in series A, and all supervisory professional, clerical, technical, craft, and service employees in series J assigned to compensation codes 9 and higher are eligible for overtime 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 may allow these employees to be compensated for hours worked in excess of the standard work day or eight hours, whichever is greater, or for hours worked on a scheduled day of rest or on a holiday. These employees shall be compensated at

their regular rates of pay unless the Commissioner authorizes compensation at one and one-half times their regular rates of pay during emergency situations. However, employees will be eligible for overtime at the rate of one and one-half times their regular hourly rate of pay if employees in the same class in a bargaining unit receive overtime at the rate of time and a half.

- Employees are in on-call status if instructed by their Appointing Authorities to be on-call and available to work during an off-duty period. When in on-call status, employees are not required to remain in a fixed location, but must leave word where they may be reached by telephone or by an electronic signaling device. Appointing Authorities who require employees to be on-call shall develop plans to reimburse those employees and submit them to the Commissioner for approval.
- State Patrol Lieutenants are eligible for overtime pay in accord with the provisions of the collective bargaining agreement applicable to non-supervisory employees of the State Patrol until January 11, 1984. Effective January 11, 1984, they are eligible for overtime pay at the regular rate of pay for hours worked in excess of a regularly assigned shift or on a regularly scheduled day of rest when authorized or assigned by the appropriate authority. A Lieutenant who is required to appear in court in regard to a criminal proceeding during his/her scheduled off-duty time shall be compensated for the actual hours worked at the Lieutenant's regular rate of pay. A Lieutenant who is called in during his/her scheduled off-duty time (including more than two hours prior to the start of, or after the end of, his/her regular shift) or on a scheduled day off shall be compensated for the actual hours worked at the Lieutenant's regular rate of pay.

Overtime Payments. At the discretion of the Appointing Authority, employees shall be paid in cash or shall be given compensatory hours at the appropriate overtime rate for all overtime hours worked. Cash overtime shall be paid in the same pay period in which it is earned or in the following pay period. Compensatory time may be accumulated with the approval of the immediate supervisor provided that a supervisor may require an employee to schedule time off to use compensatory time or to use compensatory time prior to using vacation leave for time off. Compensatory time shall be liquidated prior to an unpaid leave of absence, at the time of separation from State service or layoff, upon transfer to a new Appointing Authority, and annually on a date designated by the Appointing Authority.

State Patrol Lieutenants shall be paid in cash or shall be given an equivalent number of compensatory hours at the discretion of the Appointing Authority after first considering the wishes of the Lieutenant provided that hours worked on scheduled work days or worked as an early report of more than two (2) hours prior to the start of a regular shift or shift extension shall be paid as compensatory time. Lieutenants may accrue compensatory time to a maximum of 90 hours. All hours in excess of 90 shall be paid in cash.

Employees shall be paid in cash or shall be given an equivalent number of compensatory hours at the discretion of the Appointing Authority after first considering the wishes of the employee provided that hours worked on scheduled work days or worked as an early report of more than two (2) hours prior to the start of a regular shift or shift extension shall be paid as compensatory time. Employees may accrue compensatory time to a maximum of 90 hours. All hours in excess of 90 shall be paid in cash.

Chapter 3. HOLIDAYS

Eligibility. All employees in payroll status are eligible for paid holidays except intermittent employees, non-tenured laborers, emergency employees, temporary employees, student workers, interns, and project employees.

Observed Holidays. The following days shall be observed as paid holidays for all eligible employees whose standard work week is Monday through Friday:

<u>Holiday</u>	<u>1983-84</u>	<u>1984-85</u>
Independence Day	Monday, July 4, 1983	Wednesday, July 4, 1984
Labor Day	Monday, September 5, 1983	Monday, September 3, 1984
Veteran's Day	Friday, November 11, 1983	Monday, November 12, 1984
Thanksgiving Day	Thursday, November 24, 1983	Thursday, November 22, 1984
Day after Thanksgiving	Friday, November 25, 1983	Friday, November 23, 1984
Christmas	Monday, December 26, 1983	Tuesday, December 25, 1984
New Year's	Monday, January 2, 1984	Tuesday, January 1, 1985
President's Day	Monday, February 20, 1984	Monday, February 18, 1985
Memorial Day	Monday, May 28, 1984	Monday, May 27, 1985

Eligible employees whose standard work week is other than Monday through Friday shall observe the same paid holidays as listed above with these modifications:

Christmas	Sunday, December 25, 1983
New Year's	Sunday, January 1, 1984
Veteran's Day	Sunday, November 11, 1984

When a holiday falls on a scheduled day off the next scheduled work day shall be the holiday unless other arrangements are agreed to between the Appointing Authority and the employee.

Floating Holidays. An employee shall receive one floating holiday each fiscal year. The employee must request the floating holiday in advance. The holiday shall be taken on an employee's regularly scheduled work day subject to mutual agreement between the Appointing Authority and the employee. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

Substitute Holidays. The Appointing Authority may designate substitute days for the observance of Veteran's Day and President's Day for employees who work in an academic setting.

Holiday Pay Entitlement. In order to receive a paid holiday, an employee must be in payroll status on the normal work day immediately preceding and the day immediately following the holiday(s). An eligible employee who is retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s). An eligible part-time employee shall be paid for the hours s/he would have worked had there been no holiday.

Pay on a Holiday. For hours worked on a designated holiday, an employee shall be compensated at the appropriate overtime rate plus pay for the holiday at the Appointing Authority's discretion, shall be given an alternate holiday plus compensation at the appropriate overtime rate. The second option shall not be available for employees who work less than their standard work day on a holiday.

Abstract

An eligible employee who is required to leave service for a period of 30 days or more from the date of separation in good standing will be considered as having left according to the length of service the employee had at the time of separation. This provision shall also apply to employees transferred to the State service in Commissioned Civilian positions as follows: an action in good standing from positions covered by their plan of collective bargaining agreements or from positions in the legislative or judicial branches.

Chapter 4. VACATION LEAVE

Eligibility. All employees in payroll status are eligible after completion of the first 6 months of State service to accrue vacation leave except intermittent employees, non-tenured laborers, emergency employees, temporary employees, student workers, interns, and project employees.

Accruals and Accumulation. A full-time employee shall accrue vacation leave each pay period according to the rates provided below. After completion of the first 6 months of State service, an employee shall be credited with vacation leave back to the date of hire in an eligible position. An employee being paid for less than a full 80 hour pay period shall have his/her vacation accrual prorated in accord with the schedule provided in Appendix B. Vacation leave may be accumulated to a maximum of 240 hours. Medical specialists may accumulate vacation leave to any amount provided that once each year, on the date ending a pay period specified by the Appointing Authority, each medical specialist's accumulation must be reduced to 275 hours or less. If the Appointing Authority has not specified a date, it shall be the last day of the first pay period in January. In emergency situations, the Commissioner may temporarily suspend the maximum number of hours which may be accumulated. As used below, "Length of Service" does not include time on suspension or unpaid non-medical leaves of absence which exceed one full pay period in duration.

<u>Length of Service</u>	<u>Employees</u>	<u>Medical Specialists</u>
0 through 5 years	4 hours	6 hours
After 5 through 8 years	5 hours	7 hours
After 8 through 10 years	7 hours	7.5 hours
After 10 through 12 years	7 hours	8 hours
After 12 through 20 years	7.5 hours	8 hours
After 20 through 25 years	8 hours	8.5 hours
After 25 through 30 years	8.5 hours	9 hours
After 30 years	9 hours	9 hours

An eligible employee who moves without a break in employment between positions in the classified and/or unclassified services, whether within an agency or between agencies, shall have his/her accumulated vacation leave, to a maximum of 240 hours (275 hours for medical specialists), and length of service transferred. This provision shall also apply to employees who move to Commissioner's Plan positions from positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches.

An eligible employee who is reappointed to State service within four years from the date of separation in good standing shall accrue vacation leave according to the length of service the employee had attained at the time of separation. This provision shall also apply to employees reappointed to the State service in Commissioner's Plan positions following separation in good standing from positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches.

Vacation Usage. Vacation leave shall not be used during the pay period in which the hours are accrued. Employees shall submit written requests to use vacation leave prior to the absence. The Appointing Authority shall respond within a reasonable period and shall deny the request only to meet job-related organizational needs. Except in emergencies, no employee except a State Patrol supervisor shall be required to work during the employee's vacation once the vacation request has been approved.

Vacation accrued 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.

Vacation Charges. An employee who uses vacation leave 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 shall be paid as holidays and not charged as vacation leave.

Vacation Leave Upon Separation. An employee who separates from State service shall be compensated in cash, at the employee's current rate of pay, for all vacation leave credited at the time of separation to a maximum of 240 hours (275 hours for medical specialists). Employees on seasonal layoff may, at the Appointing Authority's discretion, be allowed to retain their accumulated vacation leave.

An employee who separates from State service shall be compensated in cash, at the employee's current rate of pay, for all vacation leave credited at the time of separation to a maximum of 240 hours (275 hours for medical specialists). Employees on seasonal layoff may, at the Appointing Authority's discretion, be allowed to retain their accumulated vacation leave.

Whenever possible, an employee shall submit a written request for sick leave in advance of a period of absence. When advance notice is not possible, an employee shall notify his/her supervisor by telephone or other means at the earliest opportunity. An employee shall be granted sick leave to the extent of his/her accumulation for the following:

a. Illness or disability; medical or dental care for the employee;

Chapter 5. SICK LEAVE

Eligibility. All employees in payroll status are eligible to accrue sick leave except intermittent employees, non-tenured laborers, emergency employees, temporary employees, student workers, interns, and project employees.

Accruals and Accumulations. A full-time employee shall accrue sick leave at the base rate of four hours per pay period until 900 hours have been accumulated. An employee being paid for less than a full 80 hour pay period shall have his/her sick leave accrual prorated in accord with the schedule provided in Appendix C until 900 hours have been accumulated. After 900 hours have been accumulated, an employee shall accrue sick leave at the rate of two hours per pay period, or as provided in Appendix C, as long as the 900 hours is maintained. This time shall be credited to the employee in a sick leave bank. An employee whose sick leave balance falls below 900 hours shall again accrue sick leave at the appropriate full- or part-time base rate until his/her accumulation again reaches 900 hours.

An eligible employee who moves without a break in employment between positions in the classified and/or unclassified services, whether within an agency or between agencies, shall have his/her accumulated sick leave balance and bank, if any, transferred. This provision shall also apply to employees who move to Commissioner's Plan positions from positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches unless their previous accrual rates and maximum accumulations were greater than those provided in this Plan, in which case, leave balances and banks shall be transferred in amounts equal to what the employees would have accumulated under this Plan.

An eligible employee who is reappointed to State service within four years from the date of separation in good standing shall have his/her sick leave balance and bank, if any, restored provided that any employee being reappointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours which were paid as severance. This provision shall also apply to employees who are reappointed to State service in Commissioner's Plan positions following separation in good standing from positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches, unless their previous accrual rates and maximum accumulations were greater than those provided in this Plan, in which case, leave balances and banks shall be restored in amounts equal to what they would have accumulated under this Plan.

An employee who was employed within the last year in another public jurisdiction may be credited with up to 80 hours (10 days) of sick leave earned in that jurisdiction at the discretion of the new Appointing Authority. Such credit shall be reduced proportionately as sick leave is accumulated.

Usage. Whenever practicable, an employee shall submit a written request for sick leave in advance of the period of absence. When advance notice is not possible, an employee shall notify his/her supervisor by telephone or other means at the earliest opportunity. An employee shall be granted sick leave to the extent of his/her accumulation for the following:

- illness or disability;
- medical, chiropractic, or dental care for the employee;

- exposure to contagious disease which endangers the health of other persons;
- birth or adoption of an employee's child, not to exceed three days;
- inability to work because of the employee's pregnancy or childbirth;
- illness or disability of family members of the same household or other dependents for such reasonable periods as the employee's attendance may be necessary;
- to arrange for necessary nursing care for members of the family, not to exceed three days; or
- to attend the funeral of a close relative, stepchild, or ward for a reasonable period, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

When used, sick leave shall be first deducted from the 900 hours accumulated. When an employee has exhausted his/her accumulated leave, s/he may use any hours in his/her sick leave bank with approval of the Appointing Authority.

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

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

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 holidays and not charged as sick leave.

Chapter 6. OTHER LEAVES OF ABSENCE

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

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

- Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the 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 employee who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave, leave of absence without pay, or compensatory time unless, by mutual consent with the Appointing Authority, the employee is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- Jury duty leave for time to serve on a jury provided that when not impaneled for actual service, but only on call for service, the employee shall report to work.
- Military leave in accord with M.S. 192.26 for members of a reserve component of the armed forces of this State or of the United States who are ordered by the appropriate authorities to active service or to attend a training program. This leave shall be limited to 15 working days per calendar year unless the employee is required by the appropriate authority to remain in active service or training for a longer period.
- Voting time leave in accord with M.S. 204C.04 for employees eligible to vote in any statewide general election or any election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the forenoon of the election day.
- Emergency leave in the event of a natural or man-made emergency if determined by the Commissioner, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the Commissioner.
- Athletic leave in accord with M.S. 15.62 to prepare for and engage in world, Olympic, or Pan American games competition.

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

- Disability leave for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when an employee has exhausted his/her accumulation of sick leave due to an extended illness or injury. When disability retirement is granted, leaves shall continue until regular retirement age is reached.

- Family leave to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. Upon request, the Appointing Authority may extend the leave up to a maximum of one year.
- Military leave in accord with M.S. 192.261, subdivision 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to four years plus any additional time, in each case, as the employee may be required to serve pursuant to law. If such leave results from an order to active service by the appropriate authority, the employee shall continue to accrue vacation leave, to a maximum of 240 hours (275 hours for medical specialists), during the period of active service.
- Political process leave in accord with M.S. 202A.135 and 202A.19, subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committees of a major political party if the employee is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the employee is a convention delegate or alternate, provided that the leave is requested ten days prior to the leave start date.
- Public office leave in accord with M.S. 43A.32, subdivision 2, for an employee in the classified service:
 - upon assuming an elected Federal or State public office or any other elected public office if, in the opinion of the Commissioner, the holding of the office conflicts with the employee's regular State employment; or
 - upon filing as a candidate for any elected public office or any time during the course of the employee's candidacy, at the employee's request or at the Commissioner's directive, if the Commissioner determines that the candidacy conflicts with the employee's regular State employment.
- Public office leave for State Patrol supervisors in accord with the provisions of the collective bargaining agreement applicable to non-supervisory employees of the State Patrol.
- VISTA or Peace Corps leave for a period not to exceed four years.

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

- Temporary leave for salary saving purposes provided that this leave shall not exceed 60 consecutive days at any one time and that an Appointing Authority shall not hire a replacement for an employee on temporary leave. An employee on temporary leave shall, if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the employee's return from leave.
- Personal leave for any reason for a period of up to one year subject to annual renewal at the Appointing Authority's discretion.

- Unclassified service leave in accord with M.S. 43A.07, subdivision 5, to allow an employee in the classified service to accept a position in the unclassified service.

Termination of Leaves. An employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the Appointing Authority. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the Appointing Authority may be cancelled by an Appointing Authority upon reasonable notice to the employee. Such notice shall ordinarily be in writing except in case of emergency.

Return From Leave. An employee returning from a leave of absence of two months or more shall notify his/her Appointing Authority at least two weeks prior to the intended date of return. An employee shall be entitled to return from an approved leave of absence to a vacant position in the same class and agency. If a vacant position in the employee's class is not available, the Appointing Authority may offer the employee a vacant position in a different class of comparable duties and pay for which the employee is qualified. If no vacant position is available and/or offered, the layoff provisions (including bumping rights) of Chapter 10 shall apply. An employee returning from an unpaid leave of absence shall return to the same rate of pay s/he had been receiving at the time the leave commenced plus any non-discretionary adjustments that would have been granted had the employee been continuously employed during the period of absence, or at a higher rate with the approval of the Commissioner.

Absence Without Leave. Any unauthorized absence from duty 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.

Appointing Authority

Temporary leave of absence shall be granted for a period of not more than 120 consecutive days in any one year and shall not be renewed for a second year. An employee on temporary leave shall not receive compensation for the period of leave. An employee on temporary leave shall not be eligible for pay raises, benefits, and insurance during the period of leave. An employee on temporary leave shall be eligible for pay raises, benefits, and insurance upon return from leave. An employee on temporary leave shall be eligible for pay raises, benefits, and insurance upon return from leave.

Personal leave for any reason for a period of not more than 10 days in any one year shall be granted at the discretion of the Appointing Authority.

Chapter 7. PROBATIONARY AND TRIAL PERIODS

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

Required Probationary Period. An employee shall be required to complete a probationary period in order to attain permanent status in a class following unlimited appointment to a classified position except upon recall from a Commissioner's Plan Agency layoff list and as provided below.

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

Length of Probationary Period. Employees shall serve a probationary period of six months except as provided below:

- Insufficient work time employees shall serve probationary periods of the same length as is provided in the appropriate collective bargaining agreement for employees in the same class and employment condition.
- Intermittent employees shall serve a probationary period of 1044 hours.
- Medical specialists shall serve probationary periods of one year.
- An Appointing Authority may reduce the length of a medical specialist's required probationary period to not less than nine months or an employee's optional probationary period to any length by providing written notice to the employee and the Commissioner of the determination to grant permanent status prior to completion of the probationary period initially established.
- With the prior approval of the Commissioner, an Appointing Authority may extend an employee's six-month probationary period for up to three additional months if the extension is desirable for reasons such as an unanticipated change in the program or duty assignment or substantial change in performance. In such cases, the Appointing Authority shall provide the employee with written notice of the length of extension prior to the end of the six-month probationary period initially established.
- Prior to referral of names from an eligible list or noncompetitive appointment in accord with M.S. 43A.15, and upon the approval of the Commissioner, an Appointing Authority may establish a probationary period of up to one year for administrative, technical, or professional positions for which six months is insufficient to expose an employee to all the duties and responsibilities of the position. Such probationary periods may not be extended. An employee required

to serve a probationary period of more than six months in accord with this provision shall be provided written notice by the Appointing Authority prior to the appointment date.

Computation of Time on Probation. The probationary period begins on the day of unlimited appointment and includes, except as provided below, all time in the agency in the class and in any subsequent appointments to comparable or higher related classes or related unclassified positions but not time on layoffs or unpaid leaves exceeding 10 consecutive work days.

For intermittent employees, time on probation shall include only hours of actual work during the normal work day, exclusive of overtime, holidays or leaves.

For insufficient work time employees, time shall be counted as provided in the appropriate collective bargaining agreement for employees in the same class and employment condition.

State Patrol Supervisors. State Patrol supervisors shall be required to serve a probationary period of six months.

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

Failure to Attain Permanent Status. An employee serving an initial probationary period may be terminated by the Appointing Authority at any time during the probationary period and shall have no further rights to State employment. An employee, who has attained permanent status in another class and/or agency and who is notified by the Appointing Authority that s/he will not be certified to permanent status in the new class and/or agency, shall be returned to a vacant position in the class and agency in which the employee served immediately prior to appointment to the new class and/or agency, subject to applicable provisions of collective bargaining agreements and plans. If there is no vacancy, the layoff provisions (including bumping rights) of the collective bargaining agreement or plan applicable to the former class and/or agency shall be applied.

Trial Period. An employee who has been appointed to a new class or who has transferred between classes and/or agencies shall have a trial period of 10 work days in which to decide whether to remain in the new position. Upon his/her request, the employee shall be returned to his/her former class and/or agency any time during the trial period. If there is no vacancy, the employee shall be subject to the layoff provisions (including bumping rights) of the collective bargaining agreement or plan applicable to the former class and/or agency.

Such probationary periods may not be extended.

Section 10.02 of the Civil Service Rules and Regulations, as amended, shall apply to all employees in the State of New Jersey who are appointed to a new class or who are transferred between classes and/or agencies. The Appointing Authority may, at its discretion, extend the probationary period of up to one year for administrative positions for which the employee is transferred. For all other positions, the probationary period shall not be extended. The Appointing Authority shall be responsible for the classification of positions and for the determination of the appropriate probationary period for each position.

Chapter 8. EMPLOYEE DEVELOPMENT AND CAREER ADVANCEMENT

Position Descriptions and Performance Standards. Every new employee shall be provided with a position description and performance standards or objectives which accurately reflect his/her duties and the expectations of the Appointing Authority. The position description and standards of performance for a probationary employee shall be completed no later than 6 months after the employee's appointment or promotion. A permanent employee's position description and standards of performance shall be reviewed with the employee at least once per year and, if necessary, rewritten after the employee's annual appraisal or whenever there is a substantial change in duties and at least every three years.

Performance Appraisal. A probationary employee shall receive a performance counseling review at the mid-point and end of the probationary period. Performance appraisals for permanent employees shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, an employee shall receive a copy of a written appraisal and shall have the opportunity to review and comment on the performance rating and to sign the appraisal as indication of having read the appraisal, participated in the performance appraisal process, and had the opportunity to comment.

Individual Development Planning. As part of the performance appraisal, the employee shall be notified of any gaps between current levels of performance and those required for satisfactory performance. The employee shall also be given an opportunity to explore with the supervisor any perceived developmental needs or interests to improve performance in the current job or to expand capability to achieve higher levels of responsibility within the agency and State service. The employee and supervisor shall complete an Individual Development Plan which states the agreed upon needs, indicates priorities for the needs, and suggests means to respond to those needs. The plan shall be reviewed and updated at the time of the annual performance review and shall be monitored during the appraisal period.

The supervisor and the Appointing Authority shall make a reasonable effort to provide the agreed upon assistance to help the employee address his/her developmental needs including, at the discretion of the Appointing Authority, released time and/or payment for enrollment in State-sponsored or approved training courses and enrollment in seminars and courses at educational institutions in accord with Administrative Procedures 21A-C.

Assigned Training. Training and education may be necessary to meet the goals of State agencies to have employees function appropriately in their positions and to prepare employees to accept expanded responsibilities. Employees who are required by their Appointing Authorities to participate in training programs shall be released from their work assignments and shall be paid for their normal hours of work. Expenses incurred shall be reimbursed in accord with Chapter 14. With the prior approval of the Appointing Authority, an employee required to attend continuing education courses in order to maintain professional licensure necessary to his/her State employment shall be released from work to attend courses determined to be relevant to the job.

Non-assigned Training. An employee may request to attend a specific training activity. If, in the judgment of the Appointing Authority, the requested course, workshop, or seminar will better prepare an employee to perform his/her current or projected responsibilities and if staffing needs and budgetary resources permit, the Appointing Authority may approve the employee's request for training and provide released time and/or reimbursement

in accord with Administrative Procedure 21A-C and Chapter 14. An employee must successfully complete the training to be eligible for reimbursement.

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

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

Reclassification Requests. An employee who believes that his/her position is inappropriately classified may request a review of the position by his/her personnel office or by the Classification and Compensation Division of the Department by submitting:

- a current position description signed by the appropriate parties;
- a current organization chart identifying the position in relation to others in the unit and agency;
- an explanation of the changes which have taken place in the position over what period of time; and
- a "supervisory status questionnaire" if the position provides supervision or leadwork direction to other employees.

The employee shall be notified within a reasonable period of time of the decision regarding the reclassification request and of the opportunity to appeal that decision. If the position is to be reclassified, the employee shall be notified of whether the reclassification is determined to be a reallocation or a change in allocation and of the effects of the decision on the incumbent.

Effects of Change in Allocation. If a position is changed in allocation, it shall be considered vacant and filled in accord with law, rules, and Administrative Procedures within a reasonable period of time. The incumbent shall be notified of any examination opened for the purpose of filling the position in the new class. The employee shall be permitted to remain in the position until action to fill the position is completed. If the employee is not appointed to the vacant position, s/he shall be subject to the layoff provisions of Chapter 10.

Effects of Reallocation. If a position is reallocated, the incumbent shall be promoted under the provisions of M.S. 43A.15, subdivision 5, or transferred or demoted under the provisions of M.S. 43A.15, subdivision 6, provided that the employee possesses any required license, certificate or registration. If the reallocation results in the demotion of the incumbent, the employee's name shall be placed on the Commissioner's Plan Agency and Class layoff lists in accord with the provisions of Chapter 10 for the class from which s/he was reallocated. If the employee does not possess any required license, certificate or registration, s/he shall be subject to the layoff provisions of

Chapter 10 and the position shall be filled in accord with law, rules, and Administrative Procedures.

Changes in Employment Condition and Job Share. An employee interested in changing his/her employment condition (from full-time to part-time, or vice versa) or in accepting a position in the Job Share Program established in accord with M.S. 43A.40-43A.465 may contact his/her personnel office to express interest in such options and to receive consideration for appropriate appointment.

Opportunities for New Jobs Within an Agency. Each Appointing Authority shall establish procedures to inform employees covered by this Plan (except insufficient work time employees) of vacancies within the agency in positions covered by this Plan and of the way to express interest or obtain further information.

The Appointing Authority shall also inform employees of any procedures for obtaining information about vacancies within the agency in positions covered by collective bargaining agreements or other plans so that interested employees may notify the Appointing Authority of their interest and receive appointment consideration consistent with provisions of law, rules, Administrative Procedures, and the appropriate collective bargaining agreements or plans.

Opportunities for New Jobs in Other Agencies. When a position covered by this Plan will not be filled from among agency employees, the Appointing Authority shall make reasonable efforts to provide Commissioner's Plan employees in other agencies with information about the position for possible transfer, demotion, or promotion. Employees may obtain information through announcements in the Minnesota Career Opportunities and State Service Promotional Opportunities bulletins by calling the Department's Helpline, or by reviewing the list of vacancies available by computer access to the requisition file (QRQ). An employee interested in changing jobs through transfer, change of employment condition, or job share to a position in the same class but in a different agency may submit an original application marked "Transfer" plus 10 copies to the Department for automatic referral to appropriate vacancies.

Mobility Assignments. To broaden their work experiences and expand their prospects for State jobs, employees may arrange to participate in inter-agency, inter-jurisdictional, or private-public mobility assignments. Such mobility assignments must be approved by the current and new Appointing Authorities and must be consistent with provisions of M.S. 15.51-15.59.

Chapter 9. LIMITED INTERRUPTIONS OF WORK AND PERMANENT NON-DISCIPLINARY SEPARATIONS

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

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

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

Retirement. An employee subject to mandatory retirement shall retire by the end of the day s/he is compelled to retire in accord with applicable law.

Termination of Unclassified Appointment. An employee appointed to an unclassified position (other than a supervisory position with the State Patrol) may be terminated at any time by the Appointing Authority and shall have no further rights to State employment unless s/he is on an approved leave of absence from a position in the classified service.

Termination of Non-Tenured Laborer Appointment. An employee working in a non-tenured laborer appointment may be terminated at any time by the Appointing Authority and shall have no further rights to State employment.

Chapter 10. SENIORITY, LAYOFF, RECALL, AND REEMPLOYMENT

Application of Seniority. All employees working in unlimited appointments in classified positions covered by this Plan shall accrue seniority as outlined below to be applied by the Appointing Authority in determining their relative positions for retention when a layoff occurs. State Patrol supervisors shall accrue seniority and be covered by the layoff provisions of this Chapter as if they were classified employees. Upon an employee's request, an Appointing Authority shall provide the employee with full information regarding his/her seniority.

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

- all time since the last date of appointment to unlimited status in the class through appointment from an eligible list, appointment in accord with M.S. 43A.15, subdivisions 4, 5, 6, 7, 8, 10, 11, or 12, or reinstatement;
- for employees who return to State employment after mandatory retirement at age 65 prior to 1/1/79, all time since the last date of appointment to unlimited status in the class prior to retirement less the time off the State payroll due to mandatory retirement;
- all time served in unlimited classified appointments in higher or comparably paid positions determined by the Commissioner to be related to the current class provided that the employee has not had a break in employment; and
- all time during which an employee is in layoff status or is on an approved leave of absence provided the employee returns to State service upon recall or expiration of an approved leave.

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

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

An Appointing Authority may effect layoffs within an agency or within an organizational unit of an agency provided that the organizational unit was proposed by the Appointing Authority and approved by the Commissioner more than three months prior to the implementation of a layoff and that all affected employees were notified by the Appointing Authority of the proposed organizational unit and were given opportunity to comment to the Commissioner prior to its establishment.

In the event that it becomes necessary for an Appointing Authority to abolish one or more unlimited full-time positions, the Appointing Authority shall act to minimize the necessity for layoff and the effects of layoff on individual employees by first consulting with employees covered by this Plan to explore interest in reducing hours, sharing jobs, or any other action (consistent with law, rules, Administrative Procedures, and this Plan) which may avert a layoff.

Layoff Procedures for Seasonal or Insufficient Work Time Employees. If it is necessary to layoff a seasonal or insufficient work time employee, the following provisions shall apply:

Step 1: The Appointing Authority shall determine the class, employment condition, and principal place of employment where a position is to be eliminated and shall identify the least senior employee in that class, employment condition, and principal place of employment.

Step 2: The Appointing Authority shall notify the affected employee in writing at least one week prior to the effective date of the layoff. The notice shall state the reason for the layoff, the effective date of the layoff, and the estimated length of the layoff period. It shall also state, or offer the employee the opportunity to discuss with the Appointing Authority, the options available to the employee in lieu of layoff.

Step 3: An employee notified of layoff may choose to:

Option 1: Accept the layoff.

Option 2: Accept a vacancy offered by the Appointing Authority in any comparable or lower class for which the employee is determined qualified by the Commissioner.

Option 3: Bump the least senior employee in the same employment condition and principal place of employment in any comparable or lower class in which the employee previously served in order of previous service, provided that the employee must accept a vacancy in the same class before bumping and must have greater seniority than the employee who is to be bumped.

Layoff Procedures for All Other Employees. If it is necessary to layoff a permanent or probationary employee other than as provided above, the following provisions shall apply:

Step 1: The Appointing Authority shall determine which position is to be eliminated.

Step 2: To avert a layoff, the Appointing Authority shall reassign the employee occupying the position to be eliminated to any vacancy the Appointing Authority determines to fill in the same class, agency, and employment condition and within 35 miles of the position which is to be eliminated unless the employee is determined to be not qualified for the position by the Commissioner. The Appointing Authority shall terminate any provisional employee working in an unlimited position covered by this Plan in the class, agency, organizational unit, and employment condition within 35 miles of the position which is

being eliminated and shall reassign the employee whose position has been abolished to the resultant vacancy before effecting a layoff.

Step 3: If a layoff cannot be averted through the reassignment procedures of Step 2, the Appointing Authority shall notify the incumbent of the position to be eliminated in writing at least two weeks prior to the effective date of a layoff. The notice shall state the reasons for the layoff action, the effective date of the layoff, and the estimated length of the layoff period. It shall also state, or offer the employee the opportunity to discuss with the Appointing Authority, the options available to the employee in lieu of layoff.

Step 4: An employee notified of layoff shall have the following options provided that in all instances of bumping, the employee must accept a vacancy in the same class, geographic limit, and employment condition before bumping and must have greater seniority than the employee who is to be bumped. The employee may:

Option 1: Accept the layoff.

Option 2: Unless determined by the Commissioner to be not qualified for the affected position, choose to bump the least senior employee within 35 miles who is in the same agency and/or organizational unit and who is in:

(a) the same class and employment condition; or if the same class is not available,

(b) any comparable or lower class and/or employment condition in which the employee previously served in order of previous service.

Option 3: Accept a reduction in hours or a vacancy the Appointing Authority has determined to fill in the same class or in any comparable or lower class for which the employee is determined qualified by the Commissioner.

Option 4: Bump the least senior employee in the same agency, organizational unit, and employment condition and in the same class or any comparable or lower class and in which the employee previously served in order of previous service in the same agency, and employment condition (i.e., with no geographic limits) unless determined to be not qualified for the position by the Commissioner.

Exception to Layoff in Seniority Order. The Appointing Authority may depart from inverse seniority order of layoff or bumping if the otherwise required layoff or demotion in lieu of layoff would increase, or result in, a disparity with the agency's affirmative action goals established under 29 MCAR 2.396. In such cases, the employee exercising bumping rights shall displace the least senior employee in the class, agency, organizational unit, and employment condition whose layoff or demotion would not increase or result in a disparity.

Layoff Lists. Names of seasonal or insufficient work time employees who have been laid off, accepted demotions or lesser employment conditions in lieu of layoff, or been demoted to positions reallocated downward shall be placed on a Commissioner's Plan Agency layoff list in order of seniority for the class, agency, employment condition, and principal place of employment from which they were laid off. Names shall remain on the list for one year or for a period of time equal to the employee's continuous State employment to a maximum of three years unless removed under the provisions of this Chapter.

Other permanent or probationary employees who have been laid off, accepted demotions or lesser employment conditions in lieu of layoff, or been demoted to positions reallocated downward shall have their names placed on the Commissioner's Plan Agency layoff list in order of seniority for the class, agency, employment condition, and geographic location from which they were laid off or demoted. These employees may indicate in writing other locations and employment conditions for which they are available and may change their availabilities by notifying the Department in writing. They may also request in writing, on forms provided by the Appointing Authority, that their names be placed on the Commissioner's Plan Class layoff list for referral to other agencies. Names shall remain on the Commissioner's Plan Agency and Class layoff lists for one year or for a period of time equal to the employee's length of continuous State employment to a maximum of five years unless removed under the provisions of this Chapter.

Recall. Seasonal and insufficient work time employees shall be recalled to positions in the agency, class, and principal place of employment from which they were laid off in the order in which their names appear on the Commissioner's Plan Agency layoff list.

Other permanent or probationary employees shall be recalled to positions which match their availabilities in the class and agency from which they were laid off in the order in which their names appear on the Commissioner's Plan Agency layoff list unless the employee is determined by the Commissioner to be not qualified for the position. In the absence of a Commissioner's Plan Agency layoff list, the Appointing Authority shall consider employees on the Commissioner's Plan Class layoff list and may appoint no one other than a current civil service employee if there are employees on a Commissioner's Plan Class layoff list whom the Commissioner determines to be qualified for the position.

Removal from Layoff List. The names of employees shall be removed from Commissioner's Plan layoff lists for any of the following reasons:

- Failure to accept recall to a position which meets the availabilities specified by the employee.

- Unlimited appointment to a classified position in a class comparable to or higher than, and with the same or greater employment conditions as, the one from which the employee was laid off or demoted.

- Expiration of the term of eligibility specified above.

- Termination from State service.

Reemployment List. The Commissioner shall establish reemployment lists by class, affording equal standing to all persons on each list available for the location and employment condition of the vacancy.

An employee who has been laid off or who has accepted a demotion or lesser employment condition in lieu of layoff may have his/her name placed on reemployment lists for all classes in which s/he previously held probationary or permanent status by making written request to the Commissioner. The employee shall indicate the locations and employment conditions for which s/he will accept employment and may change availabilities by written notice to the Commissioner.

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Chapter 11. DISCIPLINARY ACTION AND RESOLUTION OF DISPUTES

Application. This chapter is limited to disputes concerning interpretation and application of the Commissioner's Plan, failure to attain permanent status as provided in Chapter 7, and disciplinary action as defined in this Chapter.

Administration of Discipline. Although an Appointing Authority may discipline any employee, an Appointing Authority shall make reasonable effort to discuss with the employee any performance problem which may lead to disciplinary action and to assist the employee in eliminating problem areas before disciplinary action becomes necessary. In the case of a permanent employee, disciplinary action may be taken only for just cause as provided in M.S. 43A.33, subdivision 2. A State Patrol supervisor shall not be suspended, demoted, or discharged except for just cause as provided in M.S. 299D.03, subdivision 8. For all employees, disciplinary action should be taken only for reasons which are communicated clearly to the employee. Discipline may include, in any order, only the following: oral reprimand, written reprimand, suspension, reduction in pay, demotion, and/or discharge.

Notice Requirements and Appeal Procedures. Procedures for the resolution of disputes are as follows:

<u>Disputes Concerning</u>	<u>Notice Requirements</u>	<u>Appeal Process</u>
Interpretations and applications for which the Appointing Authority has discretion under this Plan.	Not applicable.	Procedures adopted by the Appointing Authority; decision not appealable to the Commissioner.
Other interpretations and applications of the Commissioner's Plan, excluding disciplinary action.	Not applicable.	Appealable through Step 4 of the Dispute Resolution Procedure below.
Oral reprimand.	Not applicable.	None.
Written reprimand.	Specify reasons for action and changes expected.	Appealable through Step 3 of the Dispute Resolution Procedure below.
Failure to attain permanent status in a class.	Oral or written notice, no later than the effective date of the action. For an employee with permanent status in another class, notice shall indicate the employee's right to return to the former class and/or agency.	Appealable through Step 3 of the Dispute Resolution Procedure below.
Suspension, reduction in pay, or demotion during initial probation.	Oral or written notice, no later than the effective date of the action.	Appealable through Step 3 of the Dispute Resolution Procedure below.

Termination,
suspension, reduction
in pay, or demotion of
unclassified employees
other than State
Patrol supervisors.

Oral or written notice,
no later than the
effective date of the
action.

Appealable through
Step 3 of the
Dispute Resolution
Procedure below.

Discharge, suspension,
or demotion of a
State Patrol
supervisor.

Written notice of intent
to take disciplinary
action including reasons
for intended action.
Within 5 work days,
the Chief shall set a
date for an informal
meeting with the
supervisor, unless waived
by mutual agreement
of both parties, to discuss
the potential charges
and intended disciplinary
action. Any agreement
to resolve the matter
at this point shall be
in writing and signed by
both parties.

None.

Written charges, signed
and sworn to by the
Appointing Authority,
delivered in person to
the supervisor or
another person of
suitable age and
discretion at the
supervisor's usual
place of abode.

Appealable through the
Hearing Procedure
contained in M.S.
43A.33, subdivision 3(a)
and 4; OR through the
procedure contained in
M.S. 299D.03.
Supervisors must elect
one of these procedures
in writing within five
calendar days of being
served with charges.

Discharge, suspension,
reduction in pay, or
demotion of a permanent
classified employee.

Written notice, no
later than the
effective date of the
action, including: (1)
nature of the
disciplinary action;
(2) specific reasons
for the action; (3)
effective date of
the action; (4)
statement of employee's
right to reply within
five working days of
receipt of the notice in
writing or, upon request,
in person to the Appointing
Authority or designee; and

Appealable through
the Hearing
Procedure contained in
M.S. 43A.33,
subdivisions 3(a) and 4.

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(5) statement of the employee's right to appeal as provided in M.S. 43A.33, subdivision 3(a).

Copy of notice and employee's reply, if any, to Commissioner of DOER within 10 calendar days of effective date of discipline.

Representation and Use of Work Time. An employee may elect to be represented at any step of the Dispute Resolution Procedure. The employee and his/her representative, if a state employee, shall be allowed reasonable time during working hours to present and discuss his/her view provided that the employee and the representative receive prior approval from their supervisors.

Dispute Resolution Procedure. Disputes shall be resolved in accord with the following steps:

Step 1: Within 14 calendar days after the employee should have had knowledge of the event, the employee shall present to his/her supervisor in writing the nature of the dispute, the facts upon which it is based, and the relief requested. Within seven days, the supervisor shall give a written answer to the employee.

If the dispute has not been resolved satisfactorily, the employee shall have the option of proceeding immediately to either Step 2 or Step 3, whichever the employee feels is most appropriate to the matter in dispute. The employee may appeal the decision to the agency representative at the next level of supervision (Step 2) or to the Appointing Authority or his/her designee (Step 3) in writing within 10 calendar days after the date of the supervisor's response.

Step 2: The agency representative at the next level of supervision shall meet with the employee within seven calendar days following an appeal from Step 1 and shall give the employee a written answer within 14 calendar days following their meeting.

If the dispute has not been resolved, the employee may appeal the decision to the Appointing Authority or his/her designee (Step 3) in writing within 10 calendar days of the agency representative's response.

Step 3: The Appointing Authority or his/her designee shall meet with the employee within seven calendar days following an appeal from Step 1 or Step 2 and shall give the employee a written answer within 14 calendar days following their meeting.

Step 4: The employee may appeal the decision of the Appointing Authority or his/her designee in writing to the Commissioner within seven calendar days after the Appointing Authority or designee has given an answer. The Commissioner shall consider the information presented by the employee and the Appointing Authority and shall make a decision within 14 calendar days. The Commissioner may decide to hold a hearing to discuss the dispute. The Commissioner's decision shall be final.

ONE REPLY TO DISPUTE

1. The first step in the process of identifying a potential security risk is to conduct a thorough background check on the individual in question. This should include reviewing their criminal record, employment history, and any other relevant information.

2. Once the background check is complete, the next step is to assess the individual's behavior and attitudes. This can be done through interviews, observations, and other means. It is important to look for signs of instability, aggression, or other concerning behaviors.

3. If the individual is found to be a potential security risk, the next step is to develop a plan to manage the risk. This may involve providing counseling or other support services, or in some cases, taking more drastic measures such as removal from the facility.

4. Finally, it is important to monitor the individual's behavior and attitudes over time to ensure that the risk management plan is effective. If the individual's behavior improves, the risk may be reduced. If not, further action may be necessary.

Chapter 12. EMPLOYEE GROUP INSURANCE

Eligibility for State-Paid Group Insurance. Employees except student workers and interns are eligible to receive the benefits provided under this Chapter if they work at least 40 hours weekly for a period of nine months or more in any 12 consecutive months, or 30 hours weekly for a 12 consecutive month period. Employees are eligible for all life insurance benefits available under this Chapter and, at their option, for one-half ($\frac{1}{2}$) the State contribution toward the premium for the health and dental coverages provided by this Chapter if they hold part-time, unlimited appointments and work 50% but less than 75% of the time for a period of nine months or more in any 12 consecutive months, or they are seasonal employees who are scheduled to work at least 1044 hours for a period of nine months or more in any 12 consecutive months.

Benefits provided under this Chapter shall continue as long as an employee meets these eligibility requirements and is in payroll status for at least one work day during each pay period or is off the State payroll due to a work-related injury or disability and is receiving workers' compensation payments or using disability leave. Vacation leave, compensatory time, or sick leave cannot be used to keep an employee in payroll status for one work day per pay period during an unpaid leave of absence for the purpose of continuing State-paid insurance.

All employees who have been laid off under the provisions of Chapter 10 after three or more years of continuous employment shall continue to be eligible to receive State-paid insurance benefits for a period of six months from the date of layoff unless such benefits are provided to the employee by another employer.

Effective Date. The provisions of this Chapter shall be effective on October 5, 1983, provided that during the period July 1, 1983 through October 4, 1983, the State shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the State's contribution on June 30, 1983.

Benefits for individual employees and their dependents shall become effective on the first day of the first pay period beginning on or after the 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 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 provision shall also apply to any optional coverages. In no event shall the dependent's coverage become effective before the employee's coverage.

Open Enrollment. There shall be an open enrollment period of a minimum of 30 calendar days beginning on or before September 1, 1983, to allow employees to make changes in their selected coverages from the available health and dental insurance programs. There shall be an additional open enrollment period for health insurance beginning on or before September 1, 1984, and lasting for at least 30 calendar days. Changes in coverages shall become effective at the beginning of the pay period nearest to October 1 in each year.

Health Insurance. An eligible employee may select coverage under any one of the health maintenance organizations, a fee-for-service health plan, a Preferred Provider Organization, or any other plan offered by the State. A brief description of the available health plans is contained in Appendix D.

- The State shall contribute the lesser of the total employee Blue Cross and Blue Shield insurance monthly premium or the total monthly premium of the carrier covering the employee toward the cost of employee coverage.
- The State shall contribute the lesser of 90% of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.
- The major medical benefits under Blue Cross and 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 per employee or \$300.00 per family.
- The following changes shall be made in the fee-for-service plan:
 - The medical/surgical benefit shall pay 90% of the usual, customary, and reasonable charges as defined in the current contract with the fee-for-service carrier;
 - After an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy;
 - In those geographic areas where specified hospitals limit charges in accord with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in this section when employees or dependents are confined to a participating hospital. Employees electing a non-participating hospital in the geographic area covered by the agreement shall be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital;
 - As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accord with a contract with the carrier, the State shall subscribe to and implement that plan; and
 - The State shall contract with the fee-for-service carrier to reimburse employee costs in accord with the carrier contract when the employee or dependent is confined to a licensed hospice or a licensed birthing center.

Dental Insurance. An eligible employee may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer. A brief description of the available plans is contained in Appendix D.

- The State shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost of employee dental coverage.
- The State shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Life Insurance. The State shall provide the following term life insurance and accidental death and dismemberment coverage for an eligible employee (double indemnity applies in the case of accidental death):

Employee's Annual Base Salary	Group Life Insurance	Accidental Death and Dismemberment - Principal Sum
\$10,000 or less	\$10,000	\$10,000
\$10,001 to 15,000	\$15,000	\$15,000
\$15,001 to 20,000	\$20,000	\$20,000
\$20,001 to 25,000	\$25,000	\$25,000
\$25,001 to 30,000	\$30,000	\$30,000
\$30,001 or more	\$35,000	\$35,000

The State shall provide life insurance coverage for an eligible medical specialist in an amount equal to twice his/her current annual salary based on salary multiples rounded to the nearest \$1,000. Any premium paid by the State in excess of \$50,000 coverage is subject to a tax liability in accord with Internal Revenue regulations. A medical specialist may decline coverage in excess of \$50,000 by filing a waiver in accord with Department of Finance procedures.

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

Eligibility for Optional Self-Paid Insurance.

A retired employee who is entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate at his/her own expense in the health and dental insurance programs as set forth in M.S. 43A.27, subdivision 3, at the State group premium rates. For these employees, there shall be an open enrollment period for 30 calendar days immediately preceding the date of retirement.

An eligible employee whose six months of State-paid insurance following layoff has ended may continue to participate in the health insurance program at his/her own expense, at the group premium rates, for an additional 12 months or until covered by another employer, whichever is less.

An employee eligible for State-paid insurance may purchase the following optional insurance:

- Up to \$105,000 (\$200,000 for medical specialists) additional life insurance, subject to satisfactory evidence of insurability, in increments established by the Commissioner. Dependent coverage of \$3,000 for each dependent and up to one-half of the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.
- Short-term salary continuance insurance of \$140-\$1,100 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and from the eighth day of disabling illness.

- Long-term salary continuance insurance of \$200-\$1,000 per month, based on the employee's salary, beginning on the 181st day of total disability.
- Accidental death and dismemberment insurance of principal sum benefits in amounts ranging from \$5,000 to \$100,000. Coverage ranging from \$5,000 to \$25,000 may also be purchased for the employee's spouse but not in excess of the amount carried by the employee.

Workers' Compensation. When an employee has incurred an on-the-job injury or disability and has filed a claim for workers' compensation and when the liability for paying the claim is disputed, medical costs connected with the injury or disability shall be paid by the health maintenance organization or the health insurance carrier pursuant to the provisions of M.S. 176.191, subdivision 3.

Early Retirement Incentive. Employees in the Corrections and State Patrol Retirement Plans who have attained the age of 55 years and who have not yet attained the age of 65 years on or before September 1, 1983, who are covered by the Corrections and State Patrol Retirement Funds and who are eligible for an annuity may opt during the period from September 1, 1983, through November 30, 1983, for an early retirement incentive. These employees shall receive the State-paid portion of health and dental insurance benefits for themselves and their dependents until the employees attain the age of 65 years. Employees exercising this option must be eligible for insurance coverage under the provisions of this Chapter but shall be provided with health and dental insurance coverage to which the employee was entitled at the time of retirement, subject to any changes in coverages in accord with this or any subsequent Plan.

From September 1, 1984, through November 30, 1984, employees who have attained the age of 55 since November 30, 1983, may opt for the above-stated early retirement incentive. Employees who were eligible to take early retirement during the first time period shall not be eligible in this subsequent time period.

An employee who attains the age of 55 on or after December 1, 1983, and who is not granted an extension to continue working shall be eligible for this early retirement incentive at the time of retirement.

Chapter 13. SALARY ADMINISTRATION

Salary Ranges. Each classified position is assigned, and each unclassified position is compared, to a specific job class at the time a position is established. Effective July 1, 1983, each class (except those for which a salary rate or range is established by law) shall be assigned to a salary range as indicated in Appendix E consisting of minimum and maximum rates only. The Commissioner may reassign or recompare positions to different classes and may reassign classes to different salary ranges.

The salary ranges in Appendix G are effective July 1, 1983, and shall be increased by 4.5% effective July 1, 1984. Compensation grids reflecting the July 1, 1984 rates are contained in Appendix G.

Classes Assigned to:	Employee Group	Appendix F Grids 7/1/83	Appendix G Grids 7/1/84
Series L, Ranges 42-77	Clerical & Office and Service	1	5
Series C, Ranges 42-77	Technical	2	6
Series A, Ranges 1-30	Professional	3	7
Series J, Ranges 1-29	Supervisory	4	8

Salary Rates and Limits. The salary rate for each employee shall be set by the Appointing Authority within the limits of the salary range to which the employee's class is assigned subject to the limitations of 2 MCAR 2.311B and this Chapter. An employee's salary rate may not exceed the range maximum except as provided in this Chapter or by law. The actual salary established by the Governor for an agency head listed in M.S. 15A.081 shall serve as the upper limit of compensation for all employees in that agency. The Commissioner may grant an exemption not to exceed 120% of the agency head's salary as provided by M.S. 43A.17, subdivision 3, or an exemption in accord with M.S. 43A.17, subdivision 4.

Equity Adjustments. Equity adjustments for individual classes, as contained in Appendix H, shall be effective on the same dates as the General Salary Adjustments.

Insufficient Work Time Employees. An insufficient work time employee shall be subject to the same salary provisions as provided to employees in the same class in the bargaining unit to which the employee would otherwise be assigned.

Examination Monitors. An Examination Monitor appointed in accord with M.S. 43A.08, subdivision 1(p), shall be paid at the single rate of pay to which his/her class is assigned. An Examination Monitor shall receive a general salary adjustment of 4.5% or \$.30 per hour, whichever is greater, on July 1, 1984, but shall not be eligible for any other salary increases.

Interns. An intern, as defined in M.S. 43A.02, subdivision 24, may be paid or unpaid at the Appointing Authority's discretion. 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 of the comparable entry level professional class covered by this Plan. An intern may work up to 40 hours per week for a minimum of four weeks to a maximum of one year. An intern shall not be eligible for performance-based salary increases.

Registered Nurses. A registered nurse shall have the same salary range and general salary and equity adjustments as provided to employees in the same class who are covered by the collective bargaining agreement. A registered nurse shall advance through his/her assigned salary range as provided by performance-based increases described later in this Chapter.

Medical Specialists. Effective July 1, 1983, the following salary ranges shall apply to doctors of medicine covered by M.S. 43A.17, subdivision 4:

	<u>FY 84 Annual Minimum</u>	<u>FY 84 Annual Midpoint</u>	<u>FY 84 Annual Maximum</u>	<u>FY 85 Annual Minimum</u>	<u>FY 85 Annual Midpoint</u>	<u>FY 85 Annual Maximum</u>
A	\$39,600	\$47,300	\$55,000	\$41,500	\$49,650	\$57,800
B	46,200	56,100	66,000	48,500	58,900	69,300
C	49,500	64,350	79,200	52,000	67,600	83,200

A doctor remains in the class to which s/he is appointed but is compensated by assignment to one of the above ranges upon approval from the Commissioner. Advancement through these ranges shall only be by performance-based salary increases granted by the Appointing Authority in accord with the following table:

<u>General Category</u>	<u>Performance Rating</u>	<u>July 1, 1983</u>	<u>July 1, 1984</u>
Exceeds Standards	Outstanding or Superior	4-12%	4-13%
Meets Standards	Adequate or Satisfactory	0-8%	0-9%
Below Standards	Unsatisfactory	None	None

An increase shall be granted as a percentage adjustment to a medical specialist's hourly salary rate unless the medical specialist's salary is at or beyond the midpoint of the new salary range. For a medical specialist whose rate is at or beyond the new midpoint, the Appointing Authority may grant a salary increase as a percentage adjustment, in a lump sum payment, or in a combination of these.

If a proposed percentage increase would result in a salary rate above the salary range maximum, that portion of the increase which would exceed the maximum of the range shall be paid in a lump sum. Medical specialists at or above the salary range maximum, except those for whom increases are prohibited by law, shall also receive performance pay in lump sums. The total annual salary paid to a medical specialist plus any lump sums may not exceed the upper limit of compensation as provided in this Chapter.

General Salary Adjustments. On July 1, 1983, the salary rate in effect on June 30, 1983, for each employee (except those for whom increases are prohibited by law) shall be increased by 4% or \$.25 per hour, whichever is greater, except as provided below:

~~only~~
~~also~~ If an employee's rate exceeds the maximum of the salary range in effect on June 30, 1983, but falls within the new range as of July 1, 1983, the employee's rate shall be adjusted to the maximum of the new range.

- If an employee's rate equals or exceeds the maximum of the new range as of July 1, 1983, the employee shall continue to receive his/her rate of pay as of June 30, 1983.

- Salary increases provided in this section may not result in an employee being paid less than his/her salary range minimum nor more than his/her salary range maximum.

On July 1, 1984, the salary rate in effect on June 30, 1984, for each employee (except those for whom increases are prohibited by law) shall be increased by 4.5% or \$.30 per hour, whichever is greater. However, if the salary rate of an employee formerly compensated according to the Career Executive Service plan exceeds the maximum of the salary range in effect on June 30, 1984, but falls within the new range as of July 1, 1984, the employee's rate shall be adjusted to the maximum of the new range. If the employee's rate equals or exceeds the maximum of the new range as of July 1, 1984, the employee shall continue to receive his/her current rate of pay as of June 30, 1984.

Performance-Based Salary Increases. All employees (except those for whom salary increases are prohibited by law) are eligible to advance through their salary ranges as provided by performance-based increases granted by an Appointing Authority in accord with the provisions of this section. If a proposed increase would result in a salary rate above the salary range maximum, the portion of the increase which would exceed the range maximum shall be paid in a lump sum. Employees at or above the salary range maximum may also receive performance pay in lump sums. Lump sums shall not exceed \$1500 per increase. The total annual salary paid to an employee plus any lump sums shall not exceed the upper limit of compensation as provided in this Chapter.

- Professional and supervisory employees shall be eligible for performance-based increases in accord with the following table:

<u>General Category</u>	<u>Performance Rating</u>	<u>1/11/84</u>	<u>1/9/85</u>
Exceeds Standards	Outstanding or Superior	0-6%	0-6%
Meets Standards	Adequate or Satisfactory	0-4%	0-4%
Below Standards	Unsatisfactory	None	None

- Clerical, office, technical, and service employees shall be eligible for performance-based increases as provided below:

- Employees at or above their salary range maximums on July 1, 1983, are eligible on January 11, 1984, for increases of 0-6% if their performance exceeds standards or of 0-3% if their performance meets standards.
- Employees below their salary range maximums on July 1, 1983, who would have been eligible for salary increases between July 1, 1983, and January 11, 1984 had the increase provisions of the former Commissioner's Plan been continued, shall be eligible for a 3% salary increase not to exceed their range maximums at the beginning of the pay period closest to the satisfactory completion of 12 months of employment since their date of hire or last performance or promotional increase, whichever is later. On January 11, 1984, these employees shall also be eligible for performance-based increases of 0-3% if their performance exceeds standards.

- Employees below their salary range maximums on July 1, 1983, who would have been eligible for salary increases after January 11, 1984, had the increase provisions of the former Commissioner's Plan been continued, shall be eligible on January 11, 1984, for increases of 3-6% if their performance exceeds standards or of 3% if their performance meets standards.
- All employees shall be eligible on January 9, 1985, for increases of 0-6% if their performance exceeds standards or of 0-4% if their performance meets standards.

Salary on Promotion. Upon promotion, an employee shall receive a salary increase of 3% to 9% at the Appointing Authority's discretion within the limits of the salary range of the new class. An Appointing Authority may grant a larger increase with advance approval from the Commissioner. No promotional increase shall be granted which would place an employee's rate of pay above the salary range maximum.

If an employee is promoted in accord with M.S. 43A.15, subdivision 5, to a position reallocated to a class existing at the time of the reclassification request, the increase shall be effective 15 calendar days after receipt in the Department of a request determined by the Department to be properly documented and shall continue from that date until the effective date of the appointment. This paragraph does not apply to reallocations resulting from a classification study which includes some or all positions in a class or class series. The Commissioner shall determine when such payment is appropriate. The provisions of this paragraph shall also apply to the incumbents of unclassified positions which are recompared to higher classes.

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

Salary on Demotion. Upon demotion, an employee's current rate of pay shall remain the same if the rate falls within the new salary range unless the employee voluntarily chooses to accept a lower rate of pay. If the current rate of pay exceeds the maximum of the new range, it shall be reduced to the maximum of the new range unless the demotion is the result of a reallocation to a lower class or unless the Commissioner approves a request from the Appointing Authority to pay a rate which exceeds the maximum under the provisions of M.S. 43A.17, subdivision 5.

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

Work Out of Class Pay. When an employee is assigned in accord with Administrative Procedure 17.1 to perform substantially all of the duties of a temporarily unoccupied position assigned to a higher class and the assignment exceeds 10 consecutive work days, the employee shall receive a salary increase for the assignment in accord with the provisions of "Salary on Promotion" above. An employee working out of class in a comparable or lower class shall receive no salary adjustment.

Shift Differential. An employee working on an assigned shift which begins before 6:00 a.m. or which ends at or after 7:00 p.m. shall receive a shift differential of \$.35 per hour for all hours worked on that shift. An employee working the regular day schedule who is required to work overtime or who is called back to work for a special project is not eligible for the shift differential. An employee working a shift for which a differential is paid who is required to work overtime shall be paid at the rate of one and one-half times the sum of his/her regular rate of pay plus differential. The provisions of this paragraph shall not apply to State Patrol supervisors.

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.

Severance Pay. An employee shall be entitled to severance pay upon separation from the State service by reason of:

- mandatory retirement;
- retirement at or after age 65;
- retirement after 10 years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- death;
- layoff other than seasonal;
- separation other than discharge after 20 years of continuous State employment; or
- termination resulting from abolition of unlimited, unclassified position after 5 years of continuous State employment.

Severance pay shall be a sum equal to the employee's regular rate of pay at the time of separation multiplied by 40% of the employee's accumulated but unused sick leave balance at the time of separation not to exceed 900 hours, plus 25% of the employee's hours in the sick leave bank. If necessary, hours may be transferred from the sick leave bank to attain the 900 hour maximum at the 40% rate.

An employee may choose to:

- be paid in a lump sum at the time of eligible separation;
- arrange for a one-time deferred compensation or tax-sheltered annuity deduction; or
- a combination of the above.

An Appointing Authority may allow a severance payment to be paid over a period of up to five years from the date of separation. If the employee dies before all of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the employee's estate.

An eligible employee who is reappointed to State service after having previously received severance pay based on sick leave shall have any future severance pay computed upon the difference between the amount of sick leave restored to his/her credit at the time of reappointment and the amount accumulated at the time of subsequent eligibility for severance pay.

Chapter 14. EXPENSE REIMBURSEMENT

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

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

<u>Situation</u>	<u>Rate Per Mile</u>
● Use of personal automobile when a State-owned vehicle is not available.	\$.27
● Use of personal automobile when a State-owned vehicle is available and declined by the employee.	\$.21
● Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	\$.40
● Use of personal aircraft provided that the employee can demonstrate adequate liability coverage under the requirements of M.S. 360.59, subdivision 10.	\$.43
● Use of personal motorcycle or similar two-wheel motorized vehicle.	\$.13

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

Where anticipated expenses total at least \$50.00, the Appointing Authority shall advance the employee the amount of the anticipated expenses upon the employee's request made a reasonable period of time prior to the travel date. If the amount advanced exceeds the actual expenses, the employee shall return the excess within two weeks of return from travel.

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

- Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class (unless authorized by an Appointing Authority if no other seating is available) and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes shall be in an amount equal to the cost of the air fare only to those destinations visited for State purposes.

- Meals, including tax and a reasonable gratuity, not to exceed \$5.50 for breakfast provided that the employee leaves home before 6:00 a.m. or is away from home overnight; \$6.50 for lunch provided that the employee is traveling outside his/her normal seven county metropolitan area work location or more than 35 miles away from his/her normal office if the office is located outside the seven county metropolitan area, or is away from home overnight; and \$10.50 for dinner provided that the employee cannot return home until after 7:00 p.m. or is away from home overnight. For travel outside the State or on trains, the above limitations shall apply except that reimbursement rates shall be \$6.00 for breakfast, \$7.00 for lunch, and \$12.00 for dinner. Employees who are in travel status for two or more meals shall be reimbursed for the actual costs of the meals up to the combined maximum amount for the reimbursable meals.
- Hotel and motel accommodations provided that employees exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the employee does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- One long-distance personal telephone call of reasonable duration each work week provided that the employee will not be returning home during the work week.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00, each week after the first week an employee is in continued travel status.
- Reasonable baggage handling costs.
- Parking fees and toll charges.

Uniforms. If an Appointing Authority requires an employee to wear a uniform, the Appointing Authority shall supply the initial uniform and the employee shall be responsible for the maintenance of the uniform.

Chapter 15. RELOCATION EXPENSES

General. An Appointing Authority shall reimburse an employee for relocation expenses as provided in this Chapter, up to a maximum of \$10,000, if one of the following applies:

- the Appointing Authority requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment to a new position at least 35 miles from the employee's present work location; or
- a move is incurred as the result of reassignment, transfer, or demotion to a new position at least 35 miles from the employee's present work location necessitated by application of the layoff provisions of Chapter 10.

An Appointing Authority may authorize payment of more than \$10,000 in individual situations.

An Appointing Authority may reimburse an employee for all or a portion of the relocation expenses incurred as the result of a work-related move, other than those specified in the above paragraph, of at least 35 miles from the employee's present work location.

Reimbursement for relocation expenses shall be allowed only if a change of residence is completed within six months from the date of appointment or reassignment unless other time extension arrangements have been approved by the Appointing Authority and only if the employee obtained prior authorization from the Appointing Authority before incurring any reimbursable expenses.

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

- For a 90 day period, travel expenses as provided in Chapter 14 for the:
 - employee to return to the original work location once each week.
 - 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.
 - employee's family to travel to the new work location at the time the move is made, including meals, mileage and lodging.
- Realtor's fees on the home being sold by the employee or fees required in order to break a lease on the employee's rented domicile.
- The cost of moving and packing household goods, subject to the receipt of bids as required by the Procurement Division of the Department of Administration and to the approval of the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods.
- Documented miscellaneous expenses directly related to the move.

- The cost of moving a house trailer if the trailer is the employee's domicile.

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.

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Chapter 16. HOUSING

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 the rental rate established by the Commissioner of Administration.

In the event the Appointing Authority requires an employee to vacate a State-owned residence, the employee shall be given at least 60 calendar days in which to find alternate housing.

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

The 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 Department of Administration's Real Estate Management Division. The employee may be held responsible for damage or alteration beyond ordinary wear.

Chapter 17. EMPLOYEE SAFETY

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

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

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

Chapter 18. WORKERS' COMPENSATION; INJURED ON DUTY PAY

Hazardous Occupation Injuries. An employee of the State Corrections or Welfare institutions, the School for the Deaf, the Braille and Sight Saving School, or the Department of Veterans' Affairs who incurs a disabling injury in the ordinary course of employment may be eligible for injured-on-duty pay. Such injury must be the direct result of aggressive, criminal and/or intentional 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.

A State Patrol supervisor who incurs a disabling injury while performing hazardous duty may be eligible for injured-on-duty pay.

In order to be eligible for such pay, an employee 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.

An eligible employee shall receive compensation in an amount equal to the difference between his/her 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.

Other Job-Related Injuries. An employee incurring an on-the-job injury shall be paid his/her regular rate of pay for the remainder of the scheduled work day without deduction from vacation or sick leave accruals. An employee who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use accumulated vacation or sick leave, or both, during an absence resulting from an injury or illness for which a claim for workers' compensation is made or while an award of benefits is pending. Such leave may be used on the following basis:

- The employee retains the workers' compensation benefit check and receives payments from sick leave and vacation leave accruals in an amount which will total his/her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the employee (M.S. 176.021, subdivision 5); or
- The employee retains the workers' compensation benefit check and takes an unpaid workers' compensation leave during the time s/he is unable to work.
- An employee shall return from workers' compensation leave as provided in Chapter 6 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.

An eligible employee receiving workers' compensation benefits supplemented by vacation and/or sick leave accruals shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, and vacation leave. An employee on unpaid workers' compensation leaves does not accrue vacation or sick leave.

APPENDIX A - GLOSSARY

1. "Administrative Procedures" means the Administrative Procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, subdivision 4.
2. "Appointing Authority" means a person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in or to make appointments to positions in the civil service.
3. "Appointment" means the act of filling a civil service position.
4. "Change in Allocation" means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.
5. "Class" means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, that the same tests of fitness may be used to recruit employees, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.
6. "Commissioner" means the Commissioner of Employee Relations unless otherwise specified.
7. "Demotion" means the downward movement of an employee from a position in one class to a position in another class where the second class is assigned to a lower salary range and the positions are not transferable.
8. "Department" means the Department of Employee Relations unless otherwise specified.
9. "Eligible List" means a list of candidates qualified for appointment to a class as provided in M.S. 43A.10-43A.14.
10. "Emergency Employee" means an employee who is appointed for no more than 30 aggregate work days in any 12 month period for any single Appointing Authority.
11. "Employment Condition" means any limitation on full-time, unlimited employment caused by the number of hours of work and the appointment status assigned to an employee. Hours of work may be full-time, part-time, or intermittent. Appointment status may be unlimited, limited temporary, limited emergency, or seasonal.
12. "Full-time Employee" means an employee who is normally scheduled to work an average of 80 hours per pay period.
13. "Initial Entry" means an individual's first appointment to State service.

14. "Initial Probationary Period", part of the examination process, means a working period following unlimited appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. An initial probationary period is the first probationary period served by an employee upon entry to the classified service.
15. "Intermittent Employee" means an employee who works an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the agency require.
16. "Intern" means an individual who, for work experience, is receiving academic credit from or is fulfilling an academic requirement of an accredited educational institution.
17. "MCAR" means the Minnesota Code of Agency Rules.
18. "Medical Specialist" means an exceptionally qualified doctor of medicine whose compensation is established in accord with M.S. 43A.17, subdivision 4.
19. "M.S." means the Minnesota Statutes.
20. "Organizational Unit" means a subdivision of an agency.
21. "Pay Period" means the two week period of time beginning on a specified Wednesday and ending on the second Tuesday following, which is used for calculating each employee's wages for that two week period.
22. "Payroll Status" means that an employee is receiving payment for hours worked or for hours on an approved paid leave.
23. "Part-time Employee" means an employee who is normally scheduled to work on a regular and recurring schedule of less than 80 hours in a pay period.
24. "Permanent Status" means the state or condition achieved by a tenured laborer or by an employee in the classified service who has successfully completed an initial probationary period or a probationary period required following reinstatement or reemployment, or whose probationary period is waived through specific statutory direction.
25. "Promotion" means the upward movement of an employee from a position in one class to a position in another class where the second class is assigned to a higher salary range and the positions are not transferable.
26. "Provisional" means an appointment in accord with M.S. 43A.15, subdivision 4, when there is an urgent reason for filling a vacancy and there are no suitable or available candidates for appointment. Provisional appointments may not last longer than a maximum of 12 months except for persons provisionally appointed to physician positions or other positions requiring licensure or certification.
27. "Reallocation" means a reclassification resulting from significant changes over a period of time in the duties and responsibilities of a position.
28. "Reassignment" means the management-directed movement of an employee between two positions in the same class and agency.

29. "Reclassification" means changing the assignment of a position to a higher, lower, or comparable class.
30. "Reemployment" means appointment from the reemployment list of a current or former permanent or probationary employee laid off, demoted in lieu of layoff, or separated in good standing from a class.
31. "Reinstatement" means the appointment of a former permanent or probationary employee to a class within three years of the employee's separation from the class.
32. "Related Classes" means those classes which are similar in nature and character of work performed and which require similar qualifications.
33. "Student Worker" means an unclassified employee in accord with M.S. 43A.08, subdivision 1(q), who is currently enrolled in an educational institution while working part-time or full-time. Student workers differ from interns in that they are not working to fulfill an academic requirement or to receive academic credit.
34. "Temporary Employee" means an employee who is appointed in accord with M.S. 43A.15, subdivision 3, with a definite ending date. A temporary appointment may not exceed a total of 12 months in any 24 month period in any one agency.
35. "Transfer" means the lateral movement of an employee between two positions in the same class or between two positions in different classes where both classes are assigned to the same or comparable salary ranges. This lateral movement may occur within an agency or organizational unit or between two different agencies or organizational units. Reassignment of an employee does not constitute a transfer.
36. "Unlimited" means an appointment or position is ongoing and has no specified duration.

(Refer also to the definitions contained in M.S. 43A.02 or in Personnel Rules 2 MCAR 2.303.)

APPENDIX B - VACATION LEAVE PRORATION SCHEDULE
 Commissioner's Plan
 Except Medical Specialists

LENGTH OF SERVICE REQUIREMENT

<u>No. Hours Worked During Pay Period</u>	<u>0 through 5 years</u>	<u>After 5 through 8 years</u>	<u>After 8 through 12 years</u>	<u>After 12 through 20 years</u>	<u>Over 20 through 25 years</u>	<u>After 25 through 30 years</u>	<u>After 30 Years</u>
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1.25	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5	5.50	5.
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	3.50	4.50	6.25	6.75	7	7.50	8
At least 79.5	4	5	7	7.50	8	8.50	9

APPENDIX B - VACATION LEAVE PRORATION SCHEDULE
Medical Specialists

LENGTH OF SERVICE REQUIREMENT

<u>No. Hours Worked During Pay Period</u>	<u>0 through 5 years</u>	<u>After 5 through 8 years</u>	<u>After 8 through 10 years</u>	<u>After 10 through 20 years</u>	<u>Over 20 through 25 years</u>	<u>After 25 years</u>
Less than 9.5	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1.50	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	2.25	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	3	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	3.75	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	4.50	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	5.25	6.25	6.75	7	7.50	8
At least 79.5	6	7	7.50	8	8.50	9

APPENDIX C - SICK LEAVE PRORATION 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	1.70
At least 79.5	4	2

APPENDIX D - GROUP LIFE & HEALTH CARE PROGRAM

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

* * * * *

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

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

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

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

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

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

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

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

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

**Employee Group Life &
Health Care Program**

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
X-RAY AND LABORATORY (In-patient and clinical)		100% covered
OFFICE CALLS		100% covered
EYE EXAMS		100% covered
MATERNITY		100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
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OUT PATIENT EMERGENCY	100% coverage
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PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.
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EYE GLASSES	Available at reduced cost at participating optical stores.
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MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
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OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
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OUTPATIENT	Covered under out-patient mental health.
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SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
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OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
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DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to rounded natural teeth.
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PRE-EXISTING CONDITIONS	No restrictions
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CONVERSION PLAN

CMGHP provides conversion to a self pay CMGHP membership.

**COORDINATED HEALTH
CARE**

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

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

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

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

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

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

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

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

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

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

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

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

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

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

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

No limit when under care of Range Mental Health Center.

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.

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

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 rooms. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

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

Full plan level of benefits if in plan service area.

**GROUP HEALTH PLAN
INC.**

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

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

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

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

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

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

Member pays \$2 per prescription at HMO participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMO participating prescription centers.

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

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

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

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

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

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

100% out-patient coverage.

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

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMO physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

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 coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMO physician.

No restrictions.

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

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

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

**MEDCENTER HEALTH
PLAN**

**NICOLLET EITEL HEALTH
PLAN**

MED CENTER and NICOLLET EITEL Plans have merged - see later brochure for specific coverage.

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

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

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

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

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

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

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), and purchased at NEHP pharmacy.

\$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 "Kiddoene" selection.

\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area MCHP provides conversion to non-group HMO membership in MCHP. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

PHYSICIANS HEALTH
PLAN

SHARE HEALTH PLAN

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

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

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

Discounts for eye glasses are available through participating optical centers.

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.

Same coverage as above.

80% coverage for emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident.

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.

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.

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

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

100% coverage for 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 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 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.

Available at a substantial discount through SHARE.

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 \$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.

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

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

Preventive dental care PHP children under age 12, for office calls, exams, cleanings and fluorides, at 1630 University Ave. Dental Clinic.

No restrictions.

Available through SHARE at same level of benefits for persons residing in the servicing 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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

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 under age
19.

\$1,000 annual maximum benefit on
orthodontics.

Miscellaneous

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

GROUP HEALTH ASSOCIATION OF MINNESOTA

See later brochure for specific
coverage.

HOSPITAL SERVICES**BLUE CROSS AND BLUE
SHIELD OF MINNESOTA****GENERAL ADMISSIONS**

Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

*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. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

**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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.

ANESTHESIOLOGY

90% 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 with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

**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.

Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

DULUTH
(218) 722-3371
ST. CLOUD
(612) 253-8300

MINNEAPOLIS
(507) 345-4406
TWIN CITIES
(612) 456-5090

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

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

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.^a

2. Spouse life insurance may be applied for in an amount not to exceed 50% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below^a.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.^a

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

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

Accident and Sickness Indemnity may be applied for by the employee in the amounts as follows* if the monthly benefit does not exceed 66-2/3 of the monthly salary. NOTE: No benefit is payable when eligible for Worker's Compensation benefits.

<u>Monthly Benefit</u>	<u>Cost Per 2-Week Pay Period</u>	<u>Monthly Benefit</u>	<u>Cost Per 2-Week Pay Period</u>
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

LONG TERM SALARY CONTINUANCE DISABILITY — Always requires evidence of insurability.

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage -- \$.59 per 2-week pay period. Cost per \$100 of coverage -- \$1.18 per 2-week pay period.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -- Up to \$15,000 of coverage* available without evidence of insurability.

This coverage is available in units of \$5,000. An employee may apply for amounts from \$5,000 to \$100,000 (ages 61-70, \$50,000). It is also available to a spouse in units of \$5,000 to a maximum of \$25,000 (but not more than amount purchased by employee). The rate⁶ for a \$5,000 unit is \$.15 per 2-week pay period.

NOTE: If both husband and wife are employed by the State, they are each eligible to apply for the Optional Life (Minnesota Mutual and Northwestern National) and the Accidental Death and Dismemberment Insurance (St. Paul Life Insurance Company) benefits as employees, but they may not insure each other for the dependent benefits.

* 10/5/83 rates not available at time of this printing.

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Central Minnesota Group Health Plan
Phone: 253-5220

CLINIC

GHMP MEDICAL CENTER
1411 St. Germain St., St. Cloud, MN

HOSPITAL

ST. CLOUD HOSPITAL
1406 W. 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, P.A.
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Hoyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Hoyt-Lakes

Group Health Plan, Inc.
Phone: 622-8504

* GROUP HEALTH COMO MEDICAL CENTER
2500 Como Ave. (W. Hwy 387), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER
1533 Africa Ave. So. (Hwy 75, 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
Brooklyn Center, MN

HMO LOCATIONS

* GROUP HEALTH RIVERSIDE MEDICAL CENTER
606 24th Ave. So., Minneapolis, MN

* GROUP HEALTH SAINT PAUL MEDICAL CENTER
Wabasha & Plato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 96 White Bear Lake, MN

* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Pennock Lane
Apple Valley, 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMOM)

HMOM provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 Zilla St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS

MERCY MEDICAL CENTER
4050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55441

RIDGEDALE MEDICAL CENTER
13911 Ridgedale Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Highway 7, Minnetonka, MN 55343

HOPKINS MEDICAL CENTER
47 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON MEDICAL CENTER
4200 W. Old Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BLDG.
Suite 206, 825 So. 8th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
4651 Nicolls Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Exc. Blvd., St. Louis Park, MN

CLINIC

INVER GROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Inver Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3220 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 N. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 N. Ruth Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2579 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GORMAN CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Nicollet/Eitel Health Plan
Phone: 332-5360

CLINICS

BLOOMINGTON NICOLLET CLINIC
7901 Xerxes Ave. S.
Bloomington, Minnesota

BURNSVILLE NICOLLET CLINIC

38th and Nicollet
Burnsville, Minnesota

EAGAN NICOLLET CLINIC

Cedar Ave. & Cliff Road
Eagan, Minnesota

MINNEAPOLIS NICOLLET CLINIC
Franklin & Blaisdell Avenue
Minneapolis, Minnesota

RIDGEDALE NICOLLET CLINIC
494 & Hwy. 12
Minnetonka, Minnesota

HOSPITALS

EITEL HOSPITAL
Minneapolis, MN

FAIRVIEW-SOUTHDAL E HOSPITAL
Edina, MN

CHILDREN'S HEALTH CENTER
Minneapolis, MN

PHYSICIANS HEALTH PLAN (PHP)

PHP provides services through more than 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 936-1200.

Share Health Plan
Phone: 854-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Nicollet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue No., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinnwood Lane & 62nd Place, Maple Grove 55441

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

UNITY HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDAL E HOSPITAL
6401 France Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

BETHESDA HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue No., Minneapolis, MN

(Insurance Plans)
MN, BOOKER, CAN. AKA 7806 0120 2315

APPENDIX E - COMMISSIONER'S PLAN SALARY RANGE ASSIGNMENTS*

*Classes listed in this Appendix are those which are unique to the Commissioner's Plan. Salary ranges for classes which have positions covered both by this Plan and a collective bargaining agreement are those listed in the appendices of appropriate collective bargaining agreements.

Class Code	Title	Series Was Is	Comp Code 6/30/83	Comp Code 7/1/83	Minimum Monthly	Maximum Monthly	Minimum Hourly	Maximum Hourly	Comp Code 7/1/84
002372	Administrative Secretary Supv.	J J	3H	3H	1277	1552	7.34	8.92	5H
000095	Attorney 1	A A	14I	14I	2072	2756	11.91	15.84	14I
000096	Attorney 2	A A	16I	16I	2227	2967	12.80	17.05	16I
002312	Compensation Attorney	A A	16I	16I	2227	2967	12.80	17.05	16I
002313	Compensation Attorney, Principal	A A	20I	20I	2567	3426	14.75	19.69	20I
000378	Compensation Judge	U U	00L	00L	3438	3438	19.76	19.76	00L
002364	Compensation Program Analyst	A A	14I	14I	2072	2756	11.91	15.84	14I
001901	Director of Nurses Gillette	J J	20I	20I	2250	3026	12.93	17.39	21I
001977	Employee Development Supv.	J J	17I	17I	2015	2709	11.58	15.57	18I
008517	Examination Monitor 1	L L	51H	50A	1037	1037	5.96	5.96	50A
008518	Examination Monitor 2	F L	4C	63A	1397	1397	8.03	8.03	63A
008591	Examination Monitor 3	L		65A	1469	1469	8.44	8.44	65A
001915	Exec. Sec. Pub. Empl. Rel. Bd.	A A	10I	10I	1806	2389	10.38	13.73	10I
007993	Highway Patrol Captain	F J	5P	22H	2422	3134	13.92	18.01	22H
007992	Highway Patrol Lieutenant	P J	4P	20E	2250	2610	12.93	15.00	20E
007994	Highway Patrol Major	F J	6P	24I	2610	3485	15.00	20.03	24I
002482	Labor Relations Representative	A A	10I	10I	1806	2389	10.38	13.73	10I
002483	Labor Relations Rep., Senior	A A	14I	14I	2072	2756	11.91	15.84	14I
002079	Legislative Audit Director	J J	23J	23J	2514	3485	14.45	20.03	23J
002078	Legislative Auditor Principal	J J	20J	20J	2250	3134	12.93	18.01	20J
002077	Legislative Auditor Senior	A A	11J	11J	1869	2567	10.74	14.75	11J
002076	Legislative Auditor Staff	A A	7I	7I	1634	2147	9.39	12.34	7I
002379	Mediation Hearings Reporter	A A	12G	12G	1935	2389	11.12	13.73	12G
000075	Mediator	A A	20I	20I	2567	3426	14.75	19.69	20I
002465	Merit System Personnel Coord.	A A	16I	16I	2227	2967	12.80	17.05	16I
000881	Personnel Aide	C C	57I	59I	1296	1616	7.45	9.29	61I
001486	Personnel Aide Senior	C C	59I	61I	1364	1710	7.84	9.83	63I
002366	Personnel Aide Senior Supv.	J J	4I	5I	1347	1702	7.74	9.78	7I
000499	Personnel Director 1	J J	15I	15I	1869	2514	10.74	14.45	15I
000500	Personnel Director 2	J J	19I	19I	2165	2916	12.44	16.76	19I
000498	Personnel Officer	A A	4G	4I	1482	1935	8.52	11.12	4I
001423	Personnel Officer Senior	A A	7I	7I	1634	2147	9.39	12.34	7I
002368	Personnel Officer Senior Supv.	J J	12I	12I	1676	2250	9.63	12.93	12I
002367	Personnel Officer Supv.	J J	9G	9H	1514	1940	8.70	11.15	9H
002426	Personnel Payroll Technician	C C	54I	56I	1206	1484	6.93	8.53	59I
002428	Personnel Payroll Tech., Prin.	C C	57I	59I	1296	1616	7.45	9.29	61I
002375	Personnel Program Coordinator	A A	10I	10I	1806	2389	10.38	13.73	10I
002509	Personnel Program Coord. Sr.	A A	12I	12I	1935	2567	11.12	14.75	12I
000652	Personnel Representative	A A	10I	10I	1806	2389	10.38	13.73	10I
000653	Personnel Representative Sr.	A A	14I	14I	2072	2756	11.91	15.84	14I
001547	Personnel Services Supervisor	J J	19I	19I	2165	2916	12.44	16.76	19I
000502	Personnel Specialist	A A	4G	4I	1482	1935	8.52	11.12	4I
001330	Personnel Specialist Senior	A A	7I	7I	1634	2147	9.39	12.34	7I
002447	Personnel Transactions Coord.	J J	13J	13J	1737	2422	9.98	13.92	13J
001730	Pilot	A A	16I	16I	2227	2967	12.80	17.05	16I
001731	Pilot Chief	J J	23I	23I	2514	3363	14.45	19.33	23I
001617	Public Accounts Investigator	A A	9G	9G	1747	2147	10.04	12.34	9G
002332	Securities Division Attorney	A A	20I	20I	2567	3426	14.75	19.69	20I
002365	Staff Program Assistant	A A	1J	2J	1378	1869	7.92	10.74	2J
001935	Staff Program Supervisor	J J	6J	8H	1465	1869	8.42	10.74	8H

COMPENSATION GRIDS - FY 84

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Compensation Grid 1
Commissioner's Plan Service, Health Care Non-Professional, and Clerical
Series L, Ranges 42-77
Effective 7/1/83-6/30/84

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	
42	YR	10,252	10,503	10,774	11,046	11,317	11,651	11,922	12,173	12,444	12,674	42
	MO	854	875	898	920	943	971	994	1014	1037	1056	
	HR	4.91	5.03	5.16	5.29	5.42	5.58	5.71	5.83	5.96	6.07	
43	YR	10,503	10,774	11,046	11,317	11,651	11,922	12,173	12,444	12,674	12,946	43
	MO	875	898	920	943	971	994	1014	1037	1056	1079	
	HR	5.03	5.16	5.29	5.42	5.58	5.71	5.83	5.96	6.07	6.20	
44	YR	10,774	11,046	11,317	11,651	11,922	12,173	12,444	12,674	12,946	13,196	44
	MO	898	920	943	971	994	1014	1037	1056	1079	1100	
	HR	5.16	5.29	5.42	5.58	5.71	5.83	5.96	6.07	6.20	6.32	
45	YR	11,046	11,317	11,651	11,922	12,173	12,444	12,674	12,946	13,196	13,530	45
	MO	920	943	971	994	1014	1037	1056	1079	1100	1128	
	HR	5.29	5.42	5.58	5.71	5.83	5.96	6.07	6.20	6.32	6.48	
46	YR	11,317	11,651	11,922	12,173	12,444	12,674	12,946	13,196	13,530	13,823	46
	MO	943	971	994	1014	1037	1056	1079	1100	1128	1152	
	HR	5.42	5.58	5.71	5.83	5.96	6.07	6.20	6.32	6.48	6.62	
47	YR	11,651	11,922	12,173	12,444	12,674	12,946	13,196	13,530	13,823	14,136	47
	MO	971	994	1014	1037	1056	1079	1100	1128	1152	1178	
	HR	5.58	5.71	5.83	5.96	6.07	6.20	6.32	6.48	6.62	6.77	
48	YR	11,922	12,173	12,444	12,674	12,946	13,196	13,530	13,823	14,136	14,470	48
	MO	994	1014	1037	1056	1079	1100	1128	1152	1178	1206	
	HR	5.71	5.83	5.96	6.07	6.20	6.32	6.48	6.62	6.77	6.93	
49	YR	12,173	12,444	12,674	12,946	13,196	13,468	13,823	14,136	14,470	14,783	49
	MO	1014	1037	1056	1079	1100	1122	1152	1178	1206	1232	
	HR	5.83	5.96	6.07	6.20	6.32	6.45	6.62	6.77	6.93	7.08	
50	YR	12,444	12,674	12,946	13,196	13,468	13,781	14,115	14,470	14,783	15,117	50
	MO	1037	1056	1079	1100	1122	1148	1176	1206	1232	1260	
	HR	5.96	6.07	6.20	6.32	6.45	6.60	6.76	6.93	7.08	7.24	
51	YR	12,674	12,946	13,196	13,468	13,781	14,115	14,470	14,783	15,117	15,493	51
	MO	1056	1079	1100	1122	1148	1176	1206	1232	1260	1291	
	HR	6.07	6.20	6.32	6.45	6.60	6.76	6.93	7.08	7.24	7.42	
52	YR	12,946	13,196	13,468	13,781	14,115	14,470	14,783	15,117	15,493	15,869	52
	MO	1079	1100	1122	1148	1176	1206	1232	1260	1291	1322	
	HR	6.20	6.32	6.45	6.60	6.76	6.93	7.08	7.24	7.42	7.60	
53	YR	13,196	13,468	13,781	14,115	14,470	14,783	15,117	15,493	15,869	16,286	53
	MO	1100	1122	1148	1176	1206	1232	1260	1291	1322	1357	
	HR	6.32	6.45	6.60	6.76	6.93	7.08	7.24	7.42	7.60	7.80	
54	YR	13,468	13,781	14,115	14,470	14,783	15,117	15,493	15,869	16,286	16,767	54
	MO	1122	1148	1176	1206	1232	1260	1291	1322	1357	1397	
	HR	6.45	6.60	6.76	6.93	7.08	7.24	7.42	7.60	7.80	8.03	
55	YR	13,781	14,115	14,470	14,783	15,117	15,493	15,869	16,286	16,767	17,184	55
	MO	1148	1176	1206	1232	1260	1291	1322	1357	1397	1432	
	HR	6.60	6.76	6.93	7.08	7.24	7.42	7.60	7.80	8.03	8.23	
56	YR	14,115	14,470	14,783	15,117	15,493	15,869	16,286	16,767	17,184	17,623	56
	MO	1176	1206	1232	1260	1291	1322	1357	1397	1432	1469	
	HR	6.76	6.93	7.08	7.24	7.42	7.60	7.80	8.03	8.23	8.44	
57	YR	14,470	14,783	15,117	15,493	15,869	16,286	16,767	17,184	17,623	18,103	57
	MO	1206	1232	1260	1291	1322	1357	1397	1432	1469	1509	
	HR	6.93	7.08	7.24	7.42	7.60	7.80	8.03	8.23	8.44	8.67	
58	YR	14,783	15,117	15,493	15,869	16,286	16,767	17,184	17,623	18,103	18,625	58
	MO	1232	1260	1291	1322	1357	1397	1432	1469	1509	1552	
	HR	7.08	7.24	7.42	7.60	7.80	8.03	8.23	8.44	8.67	8.92	
59	YR	15,117	15,493	15,869	16,286	16,767	17,184	17,623	18,103	18,625	19,126	59
	MO	1260	1291	1322	1357	1397	1432	1469	1509	1552	1594	
	HR	7.24	7.42	7.60	7.80	8.03	8.23	8.44	8.67	8.92	9.16	

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										

Compensation Grid 1
Commissioner's Plan Service, Health Care Non-Professional, and Clerical (Cont.)
Series L, Ranges 42-77
Effective 7/1/83-6/30/84

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
L	60	YR	15,493	15,869	16,286	16,767	17,184	17,623	18,103	18,625	19,126	19,648	60
		MO	1291	1322	1357	1397	1432	1469	1509	1552	1594	1637	
		HR	7.42	7.60	7.80	8.03	8.23	8.44	8.67	8.92	9.16	9.41	
L	61	YR	15,869	16,286	16,767	17,184	17,623	18,103	18,625	19,126	19,648	20,233	61
		MO	1322	1357	1397	1432	1469	1509	1552	1594	1637	1686	
		HR	7.60	7.80	8.03	8.23	8.44	8.67	8.92	9.16	9.41	9.69	
L	62	YR	16,286	16,767	17,184	17,623	18,103	18,625	19,126	19,648	20,233	20,817	62
		MO	1357	1397	1432	1469	1509	1552	1594	1637	1686	1735	
		HR	7.80	8.03	8.23	8.44	8.67	8.92	9.16	9.41	9.69	9.97	
L	63	YR	16,767	17,184	17,623	18,103	18,625	19,126	19,648	20,233	20,817	21,402	63
		MO	1397	1432	1469	1509	1552	1594	1637	1686	1735	1784	
		HR	8.03	8.23	8.44	8.67	8.92	9.16	9.41	9.69	9.97	10.25	
L	64	YR	17,184	17,623	18,103	18,625	19,126	19,648	20,233	20,817	21,402	22,008	64
		MO	1432	1469	1509	1552	1594	1637	1686	1735	1784	1834	
		HR	8.23	8.44	8.67	8.92	9.16	9.41	9.69	9.97	10.25	10.54	
L	65	YR	17,623	18,103	18,625	19,126	19,648	20,233	20,817	21,402	22,008	22,592	65
		MO	1469	1509	1552	1594	1637	1686	1735	1784	1834	1883	
		HR	8.44	8.67	8.92	9.16	9.41	9.69	9.97	10.25	10.54	10.82	
L	66	YR	18,103	18,625	19,126	19,648	20,233	20,817	21,402	22,008	22,592	23,177	66
		MO	1509	1552	1594	1637	1686	1735	1784	1834	1883	1931	
		HR	8.67	8.92	9.16	9.41	9.69	9.97	10.25	10.54	10.82	11.10	
L	67	YR	18,625	19,126	19,648	20,233	20,817	21,402	22,008	22,592	23,177	23,824	67
		MO	1552	1594	1637	1686	1735	1784	1834	1883	1931	1985	
		HR	8.92	9.16	9.41	9.69	9.97	10.25	10.54	10.82	11.10	11.41	
L	68	YR	19,126	19,648	20,233	20,817	21,402	22,008	22,592	23,177	23,824	24,471	68
		MO	1594	1637	1686	1735	1784	1834	1883	1931	1985	2039	
		HR	9.16	9.41	9.69	9.97	10.25	10.54	10.82	11.10	11.41	11.72	
L	69	YR	19,648	20,233	20,817	21,402	22,008	22,592	23,177	23,824	24,471	25,119	69
		MO	1637	1686	1735	1784	1834	1883	1931	1985	2039	2093	
		HR	9.41	9.69	9.97	10.25	10.54	10.82	11.10	11.41	11.72	12.03	
L	70	YR	20,233	20,817	21,402	22,008	22,592	23,177	23,824	24,471	25,119	25,766	70
		MO	1686	1735	1784	1834	1883	1931	1985	2039	2093	2147	
		HR	9.69	9.97	10.25	10.54	10.82	11.10	11.41	11.72	12.03	12.34	
L	71	YR	20,817	21,402	22,008	22,592	23,177	23,824	24,471	25,119	25,766	26,455	71
		MO	1735	1784	1834	1883	1931	1985	2039	2093	2147	2205	
		HR	9.97	10.25	10.54	10.82	11.10	11.41	11.72	12.03	12.34	12.67	
L	72	YR	21,402	22,008	22,592	23,177	23,824	24,471	25,119	25,766	26,455	27,102	72
		MO	1784	1834	1883	1931	1985	2039	2093	2147	2205	2259	
		HR	10.25	10.54	10.82	11.10	11.41	11.72	12.03	12.34	12.67	12.98	
L	73	YR	22,008	22,592	23,177	23,824	24,471	25,119	25,766	26,455	27,102	27,750	73
		MO	1834	1883	1931	1985	2039	2093	2147	2205	2259	2312	
		HR	10.54	10.82	11.10	11.41	11.72	12.03	12.34	12.67	12.98	13.29	
L	74	YR	22,592	23,177	23,824	24,471	25,119	25,766	26,455	27,102	27,750	28,397	74
		MO	1883	1931	1985	2039	2093	2147	2205	2259	2312	2366	
		HR	10.82	11.10	11.41	11.72	12.03	12.34	12.67	12.98	13.29	13.60	
L	75	YR	23,177	23,824	24,471	25,119	25,766	26,455	27,102	27,750	28,397	29,065	75
		MO	1931	1985	2039	2093	2147	2205	2259	2312	2366	2422	
		HR	11.10	11.41	11.72	12.03	12.34	12.67	12.98	13.29	13.60	13.92	
L	76	YR	23,824	24,471	25,119	25,766	26,455	27,102	27,750	28,397	29,065	29,712	76
		MO	1985	2039	2093	2147	2205	2259	2312	2366	2422	2476	
		HR	11.41	11.72	12.03	12.34	12.67	12.98	13.29	13.60	13.92	14.23	
L	77	YR	24,471	25,119	25,766	26,455	27,102	27,750	28,397	29,065	29,712	30,360	77
		MO	2039	2093	2147	2205	2259	2312	2366	2422	2476	2530	
		HR	11.72	12.03	12.34	12.67	12.98	13.29	13.60	13.92	14.23	14.54	

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

Compensation Grid 2
Commissioner's Plan Technical
Series C Ranges 42-77
Effective 7/1/83-6/30/84

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	10,252	10,503	10,795	11,108	11,400	11,776	12,048	12,319	12,632	12,883	12,883		42
	MO	854	875	900	926	950	981	1004	1027	1053	1074	1074		
	HR	4.91	5.03	5.17	5.32	5.46	5.64	5.77	5.90	6.05	6.17	6.17		
C 43	YR	10,503	10,795	11,108	11,400	11,776	12,048	12,319	12,632	12,883	13,175	13,175		43
	MO	875	900	926	950	981	1004	1027	1053	1074	1098	1098		
	HR	5.03	5.17	5.32	5.46	5.64	5.77	5.90	6.05	6.17	6.31	6.31		
C 44	YR	10,795	11,108	11,400	11,776	12,048	12,319	12,632	12,883	13,175	13,447	13,447		44
	MO	900	926	950	981	1004	1027	1053	1074	1098	1121	1121		
	HR	5.17	5.32	5.46	5.64	5.77	5.90	6.05	6.17	6.31	6.44	6.44		
C 45	YR	11,108	11,400	11,776	12,048	12,319	12,632	12,883	13,175	13,447	13,823	13,823		45
	MO	926	950	981	1004	1027	1053	1074	1098	1121	1152	1152		
	HR	5.32	5.46	5.64	5.77	5.90	6.05	6.17	6.31	6.44	6.62	6.62		
C 46	YR	11,400	11,776	12,048	12,319	12,632	12,883	13,175	13,447	13,823	14,157	14,157		46
	MO	950	981	1004	1027	1053	1074	1098	1121	1152	1180	1180		
	HR	5.46	5.64	5.77	5.90	6.05	6.17	6.31	6.44	6.62	6.78	6.78		
C 47	YR	11,776	12,048	12,319	12,632	12,883	13,175	13,447	13,823	14,157	14,491	14,491		47
	MO	981	1004	1027	1053	1074	1098	1121	1152	1180	1208	1208		
	HR	5.64	5.77	5.90	6.05	6.17	6.31	6.44	6.62	6.78	6.94	6.94		
C 48	YR	12,048	12,319	12,632	12,883	13,175	13,447	13,823	14,157	14,491	14,846	14,846		48
	MO	1004	1027	1053	1074	1098	1121	1152	1180	1208	1237	1237		
	HR	5.77	5.90	6.05	6.17	6.31	6.44	6.62	6.78	6.94	7.11	7.11		
C 49	YR	12,319	12,632	12,883	13,175	13,447	13,739	14,157	14,491	14,846	15,180	15,180		49
	MO	1027	1053	1074	1098	1121	1145	1180	1208	1237	1265	1265		
	HR	5.90	6.05	6.17	6.31	6.44	6.58	6.78	6.94	7.11	7.27	7.27		
C 50	YR	12,632	12,883	13,175	13,447	13,739	14,115	14,470	14,846	15,180	15,556	15,556		50
	MO	1053	1074	1098	1121	1145	1176	1206	1237	1265	1296	1296		
	HR	6.05	6.17	6.31	6.44	6.58	6.76	6.93	7.11	7.27	7.45	7.45		
C 51	YR	12,883	13,175	13,447	13,739	14,115	14,470	14,846	15,180	15,556	15,931	15,931		51
	MO	1074	1098	1121	1145	1176	1206	1237	1265	1296	1328	1328		
	HR	6.17	6.31	6.44	6.58	6.76	6.93	7.11	7.27	7.45	7.63	7.63		
C 52	YR	13,175	13,447	13,739	14,115	14,470	14,846	15,180	15,556	15,931	16,370	16,370		52
	MO	1098	1121	1145	1176	1206	1237	1265	1296	1328	1364	1364		
	HR	6.31	6.44	6.58	6.76	6.93	7.11	7.27	7.45	7.63	7.84	7.84		
C 53	YR	13,447	13,739	14,115	14,470	14,846	15,180	15,556	15,931	16,370	16,850	16,850		53
	MO	1121	1145	1176	1206	1237	1265	1296	1328	1364	1404	1404		
	HR	6.44	6.58	6.76	6.93	7.11	7.27	7.45	7.63	7.84	8.07	8.07		
C 54	YR	13,739	14,115	14,470	14,846	15,180	15,556	15,931	16,370	16,850	17,351	17,351		54
	MO	1145	1176	1206	1237	1265	1296	1328	1364	1404	1446	1446		
	HR	6.58	6.76	6.93	7.11	7.27	7.45	7.63	7.84	8.07	8.31	8.31		
C 55	YR	14,115	14,470	14,846	15,180	15,556	15,931	16,370	16,850	17,351	17,811	17,811		55
	MO	1176	1206	1237	1265	1296	1328	1364	1404	1446	1484	1484		
	HR	6.76	6.93	7.11	7.27	7.45	7.63	7.84	8.07	8.31	8.53	8.53		
C 56	YR	14,470	14,846	15,180	15,556	15,931	16,370	16,850	17,351	17,811	18,312	18,312		56
	MO	1206	1237	1265	1296	1328	1364	1404	1446	1484	1526	1526		
	HR	6.93	7.11	7.27	7.45	7.63	7.84	8.07	8.31	8.53	8.77	8.77		
C 57	YR	14,846	15,180	15,556	15,931	16,370	16,850	17,351	17,811	18,312	18,834	18,834		57
	MO	1237	1265	1296	1328	1364	1404	1446	1484	1526	1569	1569		
	HR	7.11	7.27	7.45	7.63	7.84	8.07	8.31	8.53	8.77	9.02	9.02		
C 58	YR	15,180	15,556	15,931	16,370	16,850	17,351	17,811	18,312	18,834	19,398	19,398		58
	MO	1265	1296	1328	1364	1404	1446	1484	1526	1569	1616	1616		
	HR	7.27	7.45	7.63	7.84	8.07	8.31	8.53	8.77	9.02	9.29	9.29		
C 59	YR	15,556	15,931	16,370	16,850	17,351	17,811	18,312	18,834	19,398	19,940	19,940		59
	MO	1296	1328	1364	1404	1446	1484	1526	1569	1616	1662	1662		
	HR	7.45	7.63	7.84	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.55		
Step	Comp Code	01	02	03	04	05	06	07	08	09	10			
YR - Yearly Salary	A	B	C	D	E	F	G	H	I	J				
MO - Monthly Salary														
HR - Hourly														

Compensation Grid 2
Commissioner's Plan Technical (Cont.)
Series C Ranges 42-77
Effective 7/1/83-6/30/84

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	60	YR	15,931	16,370	16,850	17,351	17,811	18,312	18,834	19,398	19,940	20,525	60
		MO	1328	1364	1404	1446	1484	1526	1569	1616	1662	1710	
		HR	7.63	7.84	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.83	
C	61	YR	16,370	16,850	17,351	17,811	18,312	18,834	19,398	19,940	20,525	21,151	61
		MO	1364	1404	1446	1484	1526	1569	1616	1662	1710	1763	
		HR	7.84	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.83	10.13	
C	62	YR	16,850	17,351	17,811	18,312	18,834	19,398	19,940	20,525	21,151	21,778	62
		MO	1404	1446	1484	1526	1569	1616	1662	1710	1763	1815	
		HR	8.07	8.31	8.53	8.77	9.02	9.29	9.55	9.83	10.13	10.43	
C	63	YR	17,351	17,811	18,312	18,834	19,398	19,940	20,525	21,151	21,778	22,425	63
		MO	1446	1484	1526	1569	1616	1662	1710	1763	1815	1869	
		HR	8.31	8.53	8.77	9.02	9.29	9.55	9.83	10.13	10.43	10.74	
C	64	YR	17,811	18,312	18,834	19,398	19,940	20,525	21,151	21,778	22,425	23,052	64
		MO	1484	1526	1569	1616	1662	1710	1763	1815	1869	1921	
		HR	8.53	8.77	9.02	9.29	9.55	9.83	10.13	10.43	10.74	11.04	
C	65	YR	18,312	18,834	19,398	19,940	20,525	21,151	21,778	22,425	23,052	23,720	65
		MO	1526	1569	1616	1662	1710	1763	1815	1869	1921	1977	
		HR	8.77	9.02	9.29	9.55	9.83	10.13	10.43	10.74	11.04	11.36	
C	66	YR	18,834	19,398	19,940	20,525	21,151	21,778	22,425	23,052	23,720	24,367	66
		MO	1569	1616	1662	1710	1763	1815	1869	1921	1977	2031	
		HR	9.02	9.29	9.55	9.83	10.13	10.43	10.74	11.04	11.36	11.67	
C	67	YR	19,398	19,940	20,525	21,151	21,778	22,425	23,052	23,720	24,367	25,056	67
		MO	1616	1662	1710	1763	1815	1869	1921	1977	2031	2088	
		HR	9.29	9.55	9.83	10.13	10.43	10.74	11.04	11.36	11.67	12.00	
C	68	YR	19,940	20,525	21,151	21,778	22,425	23,052	23,720	24,367	25,056	25,766	68
		MO	1662	1710	1763	1815	1869	1921	1977	2031	2088	2147	
		HR	9.55	9.83	10.13	10.43	10.74	11.04	11.36	11.67	12.00	12.34	
C	69	YR	20,525	21,151	21,778	22,425	23,052	23,720	24,367	25,056	25,766	26,497	69
		MO	1710	1763	1815	1869	1921	1977	2031	2088	2147	2208	
		HR	9.83	10.13	10.43	10.74	11.04	11.36	11.67	12.00	12.34	12.69	
C	70	YR	21,151	21,778	22,425	23,052	23,720	24,367	25,056	25,766	26,497	27,186	70
		MO	1763	1815	1869	1921	1977	2031	2088	2147	2208	2265	
		HR	10.13	10.43	10.74	11.04	11.36	11.67	12.00	12.34	12.69	13.02	
C	71	YR	21,778	22,425	23,052	23,720	24,367	25,056	25,766	26,497	27,186	27,917	71
		MO	1815	1869	1921	1977	2031	2088	2147	2208	2265	2326	
		HR	10.43	10.74	11.04	11.36	11.67	12.00	12.34	12.69	13.02	13.37	
C	72	YR	22,425	23,052	23,720	24,367	25,056	25,766	26,497	27,186	27,917	28,626	72
		MO	1869	1921	1977	2031	2088	2147	2208	2265	2326	2386	
		HR	10.74	11.04	11.36	11.67	12.00	12.34	12.69	13.02	13.37	13.71	
C	73	YR	23,052	23,720	24,367	25,056	25,766	26,497	27,186	27,917	28,626	29,336	73
		MO	1921	1977	2031	2088	2147	2208	2265	2326	2386	2445	
		HR	11.04	11.36	11.67	12.00	12.34	12.69	13.02	13.37	13.71	14.05	
C	74	YR	23,720	24,367	25,056	25,766	26,497	27,186	27,917	28,626	29,336	30,046	74
		MO	1977	2031	2088	2147	2208	2265	2326	2386	2445	2504	
		HR	11.36	11.67	12.00	12.34	12.69	13.02	13.37	13.71	14.05	14.39	
C	75	YR	24,367	25,056	25,766	26,497	27,186	27,917	28,626	29,336	30,046	30,777	75
		MO	2031	2088	2147	2208	2265	2326	2386	2445	2504	2565	
		HR	11.67	12.00	12.34	12.69	13.02	13.37	13.71	14.05	14.39	14.74	
C	76	YR	25,056	25,766	26,497	27,186	27,917	28,626	29,336	30,046	30,777	31,487	76
		MO	2088	2147	2208	2265	2326	2386	2445	2504	2565	2624	
		HR	12.00	12.34	12.69	13.02	13.37	13.71	14.05	14.39	14.74	15.08	
C	77	YR	25,766	26,497	27,186	27,917	28,626	29,336	30,046	30,777	31,487	32,176	77
		MO	2147	2208	2265	2326	2386	2445	2504	2565	2624	2681	
		HR	12.34	12.69	13.02	13.37	13.71	14.05	14.39	14.74	15.08	15.41	

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										

Compensation Grid 3
Commissioner's Plan Professional
Series & Ranges 1-30
Effective 7/1/83-6/30/84

Comp Code	St	Range	A	B	C	D	E	F	G	H	I	J	Range
0100	A	1	YR 15,952	16,537	17,205	17,790	18,395	18,959	19,606	20,254	20,964	21,673	1
0100	MO		1329	1378	1434	1482	1533	1580	1634	1688	1747	1806	
0100	HR		7.64	7.92	8.24	8.52	8.81	9.08	9.39	9.70	10.04	10.38	
0200	A	2	YR 16,537	17,205	17,790	18,395	18,959	19,606	20,254	20,964	21,673	22,425	2
0200	MO		1378	1434	1482	1533	1580	1634	1688	1747	1806	1869	
0200	HR		7.92	8.24	8.52	8.81	9.08	9.39	9.70	10.04	10.38	10.74	
0300	A	3	YR 17,205	17,790	18,395	18,959	19,606	20,254	20,964	21,673	22,425	23,219	3
0300	MO		1434	1482	1533	1580	1634	1688	1747	1806	1869	1935	
0300	HR		8.24	8.52	8.81	9.08	9.39	9.70	10.04	10.38	10.74	11.12	
0400	A	4	YR 17,790	18,395	18,959	19,606	20,254	20,964	21,673	22,425	23,219	24,012	4
0400	MO		1482	1533	1580	1634	1688	1747	1806	1869	1935	2001	
0400	HR		8.52	8.81	9.08	9.39	9.70	10.04	10.38	10.74	11.12	11.50	
0500	A	5	YR 18,395	18,959	19,606	20,254	20,964	21,673	22,425	23,219	24,012	24,868	5
0500	MO		1533	1580	1634	1688	1747	1806	1869	1935	2001	2072	
0500	HR		8.81	9.08	9.39	9.70	10.04	10.38	10.74	11.12	11.50	11.91	
0600	A	6	YR 18,959	19,606	20,254	20,964	21,673	22,425	23,219	24,012	24,868	25,766	6
0600	MO		1580	1634	1688	1747	1806	1869	1935	2001	2072	2147	
0600	HR		9.08	9.39	9.70	10.04	10.38	10.74	11.12	11.50	11.91	12.34	
0700	A	7	YR 19,606	20,254	20,964	21,673	22,425	23,219	24,012	24,868	25,766	26,726	7
0700	MO		1634	1688	1747	1806	1869	1935	2001	2072	2147	2227	
0700	HR		9.39	9.70	10.04	10.38	10.74	11.12	11.50	11.91	12.34	12.80	
0800	A	8	YR 20,254	20,964	21,673	22,425	23,219	24,012	24,868	25,766	26,726	27,666	8
0800	MO		1688	1747	1806	1869	1935	2001	2072	2147	2227	2306	
0800	HR		9.70	10.04	10.38	10.74	11.12	11.50	11.91	12.34	12.80	13.25	
0900	A	9	YR 20,964	21,673	22,425	23,219	24,012	24,868	25,766	26,726	27,666	28,668	9
0900	MO		1747	1806	1869	1935	2001	2072	2147	2227	2306	2389	
0900	HR		10.04	10.38	10.74	11.12	11.50	11.91	12.34	12.80	13.25	13.73	
1000	A	10	YR 21,673	22,425	23,219	24,012	24,868	25,766	26,726	27,666	28,668	29,733	10
1000	MO		1806	1869	1935	2001	2072	2147	2227	2306	2389	2478	
1000	HR		10.38	10.74	11.12	11.50	11.91	12.34	12.80	13.25	13.73	14.24	
1100	A	11	YR 22,425	23,219	24,012	24,868	25,766	26,726	27,666	28,668	29,733	30,798	11
1100	MO		1869	1935	2001	2072	2147	2227	2306	2389	2478	2567	
1100	HR		10.74	11.12	11.50	11.91	12.34	12.80	13.25	13.73	14.24	14.75	
1200	A	12	YR 23,219	24,012	24,868	25,766	26,726	27,666	28,668	29,733	30,798	31,926	12
1200	MO		1935	2001	2072	2147	2227	2306	2389	2478	2567	2660	
1200	HR		11.12	11.50	11.91	12.34	12.80	13.25	13.73	14.24	14.75	15.29	
1300	A	13	YR 24,012	24,868	25,766	26,726	27,666	28,668	29,733	30,798	31,926	33,074	13
1300	MO		2001	2072	2147	2227	2306	2389	2478	2567	2660	2756	
1300	HR		11.50	11.91	12.34	12.80	13.25	13.73	14.24	14.75	15.29	15.84	
1400	A	14	YR 24,868	25,766	26,726	27,666	28,668	29,733	30,798	31,926	33,074	34,264	14
1400	MO		2072	2147	2227	2306	2389	2478	2567	2660	2756	2855	
1400	HR		11.91	12.34	12.80	13.25	13.73	14.24	14.75	15.29	15.84	16.41	
1500	A	15	YR 25,766	26,726	27,666	28,668	29,733	30,798	31,926	33,074	34,264	35,600	15
1500	MO		2147	2227	2306	2389	2478	2567	2660	2756	2855	2967	
1500	HR		12.34	12.80	13.25	13.73	14.24	14.75	15.29	15.84	16.41	17.05	

Step	Comp Code	A	B	C	D	E	F	G	H	I	J
YR	Yearly Salary Rate										
MO	Monthly Salary Rate										
HR	Hourly Salary Rate										

Compensation Grid 3
Commissioner's Plan Professional (Cont.)
Series A Ranges 1-30
Effective 7/1/83-6/30/84

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												
A	16	YR	26,726	27,666	28,668	29,733	30,798	31,926	33,074	34,264	35,600	36,916	16
		MO	2227	2306	2389	2478	2567	2660	2756	2855	2967	3076	
		HR	12.80	13.25	13.73	14.24	14.75	15.29	15.84	16.41	17.05	17.68	
A	17	YR	27,666	28,668	29,733	30,798	31,926	33,074	34,264	35,600	36,916	38,252	17
		MO	2306	2389	2478	2567	2660	2756	2855	2967	3076	3188	
		HR	13.25	13.73	14.24	14.75	15.29	15.84	16.41	17.05	17.68	18.32	
A	18	YR	28,668	29,733	30,798	31,926	33,074	34,264	35,600	36,916	38,252	39,735	18
		MO	2389	2478	2567	2660	2756	2855	2967	3076	3188	3311	
		HR	13.73	14.24	14.75	15.29	15.84	16.41	17.05	17.68	18.32	19.03	
A	19	YR	29,733	30,798	31,926	33,074	34,264	35,600	36,916	38,252	39,735	41,113	19
		MO	2478	2567	2660	2756	2855	2967	3076	3188	3311	3426	
		HR	14.24	14.75	15.29	15.84	16.41	17.05	17.68	18.32	19.03	19.69	
A	20	YR	30,798	31,926	33,074	34,264	35,600	36,916	38,252	39,735	41,113	42,553	20
		MO	2567	2660	2756	2855	2967	3076	3188	3311	3426	3546	
		HR	14.75	15.29	15.84	16.41	17.05	17.68	18.32	19.03	19.69	20.38	
A	21	YR	31,926	33,074	34,264	35,600	36,916	38,252	39,735	41,113	42,553	44,099	21
		MO	2660	2756	2855	2967	3076	3188	3311	3426	3546	3675	
		HR	15.29	15.84	16.41	17.05	17.68	18.32	19.03	19.69	20.38	21.12	
A	22	YR	33,074	34,264	35,600	36,916	38,252	39,735	41,113	42,553	44,099	45,706	22
		MO	2756	2855	2967	3076	3188	3311	3426	3546	3675	3809	
		HR	15.84	16.41	17.05	17.68	18.32	19.03	19.69	20.38	21.12	21.89	
A	23	YR	34,264	35,600	36,916	38,252	39,735	41,113	42,553	44,099	45,706	47,314	23
		MO	2855	2967	3076	3188	3311	3426	3546	3675	3809	3943	
		HR	16.41	17.05	17.68	18.32	19.03	19.69	20.38	21.12	21.89	22.66	
A	24	YR	35,600	36,916	38,252	39,735	41,113	42,553	44,099	45,706	47,314	49,026	24
		MO	2967	3076	3188	3311	3426	3546	3675	3809	3943	4086	
		HR	17.05	17.68	18.32	19.03	19.69	20.38	21.12	21.89	22.66	23.48	
A	25	YR	36,916	38,252	39,735	41,113	42,553	44,099	45,706	47,314	49,026	50,822	25
		MO	3076	3188	3311	3426	3546	3675	3809	3943	4086	4235	
		HR	17.68	18.32	19.03	19.69	20.38	21.12	21.89	22.66	23.48	24.34	
A	26	YR	38,252	39,735	41,113	42,553	44,099	45,706	47,314	49,026	50,822	52,659	26
		MO	3188	3311	3426	3546	3675	3809	3943	4086	4235	4388	
		HR	18.32	19.03	19.69	20.38	21.12	21.89	22.66	23.48	24.34	25.22	
A	27	YR	39,735	41,113	42,553	44,099	45,706	47,314	49,026	50,822	52,659	54,580	27
		MO	3311	3426	3546	3675	3809	3943	4086	4235	4388	4548	
		HR	19.03	19.69	20.38	21.12	21.89	22.66	23.48	24.34	25.22	26.14	
A	28	YR	41,113	42,553	44,099	45,706	47,314	49,026	50,822	52,659	54,580		28
		MO	3426	3546	3675	3809	3943	4086	4235	4388	4548		
		HR	19.69	20.38	21.12	21.89	22.66	23.48	24.34	25.22	26.14		
A	29	YR	42,553	44,099	45,706	47,314	49,026	50,822	52,659	54,580			29
		MO	3546	3675	3809	3943	4086	4235	4388	4548			
		HR	20.38	21.12	21.89	22.66	23.48	24.34	25.22	26.14			
A	30	YR	44,099	45,706	47,314	49,026	50,822	52,659	54,580				30
		MO	3675	3809	3943	4086	4235	4388	4548				
		HR	21.12	21.89	22.66	23.48	24.34	25.22	26.14				

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										

Compensation Grid 4
Commissioner's Plan Supervisory
Series J Ranges 1-29
Effective 7/1/83-6/30/84

Comp Code		Code		A		B		C		D		E		F		G		H		I		J		Range
Step		Str		01		02		03		04		05		06		07		08		09		10		
25	2008	RE	10.00 J	01	YR	14,595	14,971	15,326	15,723	16,161	16,620	17,059	17,581	18,166	01									
					MO	1216	1248	1277	1310	1347	1385	1422	1465	1514										
					HR	6.99	7.17	7.34	7.53	7.74	7.96	8.17	8.42	8.70										
26	2009	RE	10.00 J	02	YR	14,971	15,326	15,723	16,161	16,620	17,059	17,581	18,166	18,625	02									
					MO	1248	1277	1310	1347	1385	1422	1465	1514	1552										
					HR	7.17	7.34	7.53	7.74	7.96	8.17	8.42	8.70	8.92										
27	2010	RE	10.00 J	03	YR	15,326	15,723	16,161	16,620	17,059	17,581	18,166	18,625	19,210	03									
					MO	1277	1310	1347	1385	1422	1465	1514	1552	1601										
					HR	7.34	7.53	7.74	7.96	8.17	8.42	8.70	8.92	9.20										
28	2011	RE	10.00 J	04	YR	15,723	16,161	16,620	17,059	17,581	18,166	18,667	19,210	19,794	04									
					MO	1310	1347	1385	1422	1465	1514	1556	1601	1650										
					HR	7.53	7.74	7.96	8.17	8.42	8.70	8.94	9.20	9.48										
29	2012	RE	10.00 J	05	YR	16,161	16,620	17,059	17,581	18,166	18,708	19,251	19,794	20,421	05									
					MO	1347	1385	1422	1465	1514	1559	1604	1650	1702										
					HR	7.74	7.96	8.17	8.42	8.70	8.96	9.22	9.48	9.78										
30	2013	RE	10.00 J	06	YR	16,620	17,059	17,581	18,166	18,771	19,314	19,940	20,421	21,068	21,715	06								
					MO	1385	1422	1465	1514	1564	1610	1662	1702	1756	1810									
					HR	7.96	8.17	8.42	8.70	8.99	9.25	9.55	9.78	10.09	10.40									
31	2014	RE	10.00 J	07	YR	17,059	17,581	18,166	18,792	19,356	20,024	20,629	21,068	21,715	07									
					MO	1422	1465	1514	1566	1613	1669	1719	1756	1810										
					HR	8.17	8.42	8.70	9.00	9.27	9.59	9.88	10.09	10.40										
32	2015	RE	10.00 J	08	YR	17,581	18,166	18,792	19,398	20,107	20,838	21,653	22,425	23,281	24,179	08								
					MO	1465	1514	1566	1616	1676	1737	1804	1869	1940	2015									
					HR	8.42	8.70	9.00	9.29	9.63	9.98	10.37	10.74	11.15	11.58									
33	2016	RE	10.00 J	09	YR	18,166	18,792	19,398	20,107	20,838	21,653	22,425	23,281	24,179	25,077	09								
					MO	1514	1566	1616	1676	1737	1804	1869	1940	2015	2090									
					HR	8.70	9.00	9.29	9.63	9.98	10.37	10.74	11.15	11.58	12.01									
34	2017	RE	10.00 J	10	YR	18,792	19,398	20,107	20,838	21,653	22,425	23,281	24,179	25,077	25,975	10								
					MO	1566	1616	1676	1737	1804	1869	1940	2015	2090	2165									
					HR	9.00	9.29	9.63	9.98	10.37	10.74	11.15	11.58	12.01	12.44									
35	2018	RE	10.00 J	11	YR	19,398	20,107	20,838	21,653	22,425	23,281	24,179	25,077	25,975	26,998	11								
					MO	1616	1676	1737	1804	1869	1940	2015	2090	2165	2250									
					HR	9.29	9.63	9.98	10.37	10.74	11.15	11.58	12.01	12.44	12.93									
36	2019	RE	10.00 J	12	YR	20,107	20,838	21,653	22,425	23,281	24,179	25,077	25,975	26,998	28,021	12								
					MO	1676	1737	1804	1869	1940	2015	2090	2165	2250	2335									
					HR	9.63	9.98	10.37	10.74	11.15	11.58	12.01	12.44	12.93	13.42									
37	2020	RE	10.00 J	13	YR	20,838	21,653	22,425	23,281	24,179	25,077	25,975	26,998	28,021	29,065	13								
					MO	1737	1804	1869	1940	2015	2090	2165	2250	2335	2422									
					HR	9.98	10.37	10.74	11.15	11.58	12.01	12.44	12.93	13.42	13.92									
38	2021	RE	10.00 J	14	YR	21,653	22,425	23,281	24,179	25,077	25,975	26,998	28,021	29,065	30,172	14								
					MO	1804	1869	1940	2015	2090	2165	2250	2335	2422	2514									
					HR	10.37	10.74	11.15	11.58	12.01	12.44	12.93	13.42	13.92	14.45									
39	2022	RE	10.00 J	15	YR	22,425	23,281	24,179	25,077	25,975	26,998	28,021	29,065	30,172	31,320	15								
					MO	1869	1940	2015	2090	2165	2250	2335	2422	2514	2610									
					HR	10.74	11.15	11.58	12.01	12.44	12.93	13.42	13.92	14.45	15.00									
40	2023	RE	10.00 J	16	YR	23,281	24,179	25,077	25,975	26,998	28,021	29,065	30,172	31,320	32,510	16								
					MO	1940	2015	2090	2165	2250	2335	2422	2514	2610	2709									
					HR	11.15	11.58	12.01	12.44	12.93	13.42	13.92	14.45	15.00	15.57									
41	2024	RE	10.00 J	17	YR	24,179	25,077	25,975	26,998	28,021	29,065	30,172	31,320	32,510	33,721	17								
					MO	2015	2090	2165	2250	2335	2422	2514	2610	2709	2810									
					LR	11.58	12.01	12.44	12.93	13.42	13.92	14.45	15.00	15.57	16.15									
42	2025	RE	10.00 J	18	YR	25,077	25,975	26,998	28,021	29,065	30,172	31,320	32,510	33,721	34,995	18								
					MO	2090	2165	2250	2335	2422	2514	2610	2709	2810	2916									
					HR	12.01	12.44	12.93	13.42	13.92	14.45	15.00	15.57	16.15	16.76									
43	2026	RE	10.00 J	19	YR	25,975	26,998	28,021	29,065	30,172	31,320	32,510	33,721	34,995	36,310	19								
					MO	2165	2250	2335	2422	2514	2610	2709	2810	2916	3026									
					HR	12.44	12.93	13.42	13.92	14.45	15.00	15.57	16.15	16.76	17.39									

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										

Compensation Grid 4
Commissioner's Plan Supervisory (Cont.)
Series J Ranges 1-29
Effective 7/1/83-6/30/84

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												
J	20	YR	26,998	28,021	29,065	30,172	31,320	32,510	33,721	34,995	36,310	37,605	20
		MO	2250	2335	2422	2514	2610	2709	2810	2916	3026	3134	
		HR	12.93	13.42	13.92	14.45	15.00	15.57	16.15	16.76	17.39	18.01	
J	21	YR	28,021	29,065	30,172	31,320	32,510	33,721	34,995	36,310	37,605	38,962	21
		MO	2335	2422	2514	2610	2709	2810	2916	3026	3134	3247	
		HR	13.42	13.92	14.45	15.00	15.57	16.15	16.76	17.39	18.01	18.66	
J	22	YR	29,065	30,172	31,320	32,510	33,721	34,995	36,310	37,605	38,962	40,361	22
		MO	2422	2514	2610	2709	2810	2916	3026	3134	3247	3363	
		HR	13.92	14.45	15.00	15.57	16.15	16.76	17.39	18.01	18.66	19.33	
J	23	YR	30,172	31,320	32,510	33,721	34,995	36,310	37,605	38,962	40,361	41,823	23
		MO	2514	2610	2709	2810	2916	3026	3134	3247	3363	3485	
		HR	14.45	15.00	15.57	16.15	16.76	17.39	18.01	18.66	19.33	20.03	
J	24	YR	31,320	32,510	33,721	34,995	36,310	37,605	38,962	40,361	41,823	43,326	24
		MO	2610	2709	2810	2916	3026	3134	3247	3363	3485	3611	
		HR	15.00	15.57	16.15	16.76	17.39	18.01	18.66	19.33	20.03	20.75	
J	25	YR	32,510	33,721	34,995	36,310	37,605	38,962	40,361	41,823	43,326	44,892	25
		MO	2709	2810	2916	3026	3134	3247	3363	3485	3611	3741	
		HR	15.57	16.15	16.76	17.39	18.01	18.66	19.33	20.03	20.75	21.50	
J	26	YR	33,721	34,995	36,310	37,605	38,962	40,361	41,823	43,326	44,892	46,500	26
		MO	2810	2916	3026	3134	3247	3363	3485	3611	3741	3875	
		HR	16.15	16.76	17.39	18.01	18.66	19.33	20.03	20.75	21.50	22.27	
J	27	YR	34,995	36,310	37,605	38,962	40,361	41,823	43,326	44,892	46,500	48,170	27
		MO	2916	3026	3134	3247	3363	3485	3611	3741	3875	4014	
		HR	16.76	17.39	18.01	18.66	19.33	20.03	20.75	21.50	22.27	23.07	
J	28	YR	36,310	37,605	38,962	40,361	41,823	43,326	44,892	46,500	48,170	49,903	28
		MO	3026	3134	3247	3363	3485	3611	3741	3875	4014	4159	
		HR	17.39	18.01	18.66	19.33	20.03	20.75	21.50	22.27	23.07	23.90	
J	29	YR	37,605	38,962	40,361	41,823	43,326	44,892	46,500	48,170	49,903		29
		MO	3134	3247	3363	3485	3611	3741	3875	4014	4159		
		HR	18.01	18.66	19.33	20.03	20.75	21.50	22.27	23.07	23.90		

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

SS - Social Security

ME - Medicare

UN - Unemployment

ST - State

FE - Federal

LO - Local

OT - Other

GR - Gross

NET - Net

DIS - Disability

RET - Retirement

WEL - Welfare

HEA - Health

INS - Insurance

ACC - Accident

DISC - Disciplinary

PER - Performance

APP - Appeal

REV - Review

COM - Complaint

CON - Contract

EMP - Employment

REL - Release

TER - Termination

RES - Resignation

WAL - Waiver

FOR - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

FORF - Forfeiture

APPENDIX G

COMPENSATION GRIDS - FY 85

1-5

Compensation Grid 5
Commissioner's Plan Service, Health Care Non-Professional, and Clerical
Series L, Ranges 42-77
Effective 7/1/84-6/30/85

Comp Code			A	B	C	D	E	F	G	H	I	J	K		
Step			01	02	03	04	05	06	07	08	09	10	11		
Series	Range													Range	
L	42	YR	10,878	11,129	11,400	11,672	11,943	12,277	12,549	12,799	13,071	13,301		42	
		MO	907	927	950	973	995	1023	1046	1067	1089	1108			
		HR	5.21	5.33	5.46	5.59	5.72	5.88	6.01	6.13	6.26	6.37			
L	43	YR	11,129	11,400	11,672	11,943	12,277	12,549	12,799	13,071	13,301	13,572		43	
		MO	927	950	973	995	1023	1046	1067	1089	1108	1131			
		HR	5.33	5.46	5.59	5.72	5.88	6.01	6.13	6.26	6.37	6.50			
L	44	YR	11,400	11,672	11,943	12,277	12,549	12,799	13,071	13,301	13,572	13,823		44	
		MO	950	973	995	1023	1046	1067	1089	1108	1131	1152			
		HR	5.46	5.59	5.72	5.88	6.01	6.13	6.26	6.37	6.50	6.62			
L	45	YR	11,672	11,943	12,277	12,549	12,799	13,071	13,301	13,572	13,823	14,157		45	
		MO	973	995	1023	1046	1067	1089	1108	1131	1152	1180			
		HR	5.59	5.72	5.88	6.01	6.13	6.26	6.37	6.50	6.62	6.78			
L	46	YR	11,943	12,277	12,549	12,799	13,071	13,301	13,572	13,823	14,157	14,449		46	
		MO	995	1023	1046	1067	1089	1108	1131	1152	1180	1204			
		HR	5.72	5.88	6.01	6.13	6.26	6.37	6.50	6.62	6.78	6.92			
L	47	YR	12,277	12,549	12,799	13,071	13,301	13,572	13,823	14,157	14,449	14,762		47	
		MO	1023	1046	1067	1089	1108	1131	1152	1180	1204	1230			
		HR	5.88	6.01	6.13	6.26	6.37	6.50	6.62	6.78	6.92	7.07			
L	48	YR	12,549	12,799	13,071	13,301	13,572	13,823	14,157	14,449	14,762	15,117		48	
		MO	1046	1067	1089	1108	1131	1152	1180	1204	1230	1260			
		HR	6.01	6.13	6.26	6.37	6.50	6.62	6.78	6.92	7.07	7.24			
L	49	YR	12,799	13,071	13,301	13,572	13,823	14,094	14,449	14,762	15,117	15,451		49	
		MO	1067	1089	1108	1131	1152	1174	1204	1230	1260	1288			
		HR	6.13	6.26	6.37	6.50	6.62	6.75	6.92	7.07	7.24	7.40			
L	50	YR	13,071	13,301	13,572	13,823	14,094	14,407	14,741	15,117	15,451	15,806		50	
		MO	1089	1108	1131	1152	1174	1201	1228	1260	1288	1317			
		HR	6.26	6.37	6.50	6.62	6.75	6.90	7.06	7.24	7.40	7.57			
L	51	YR	13,301	13,572	13,823	14,094	14,407	14,741	15,117	15,451	15,806	16,182		51	
		MO	1108	1131	1152	1174	1201	1228	1260	1288	1317	1349			
		HR	6.37	6.50	6.62	6.75	6.90	7.06	7.24	7.40	7.57	7.75			
L	52	YR	13,572	13,823	14,094	14,407	14,741	15,117	15,451	15,806	16,182	16,579		52	
		MO	1131	1152	1174	1201	1228	1260	1288	1317	1349	1382			
		HR	6.50	6.62	6.75	6.90	7.06	7.24	7.40	7.57	7.75	7.94			
L	53	YR	13,823	14,094	14,407	14,741	15,117	15,451	15,806	16,182	16,579	17,017		53	
		MO	1152	1174	1201	1228	1260	1288	1317	1349	1382	1418			
		HR	6.62	6.75	6.90	7.06	7.24	7.40	7.57	7.75	7.94	8.15			
L	54	YR	14,094	14,407	14,741	15,117	15,451	15,806	16,182	16,579	17,017	17,518		54	
		MO	1174	1201	1228	1260	1288	1317	1349	1382	1418	1460			
		HR	6.75	6.90	7.06	7.24	7.40	7.57	7.75	7.94	8.15	8.39			
L	55	YR	14,407	14,741	15,117	15,451	15,806	16,182	16,579	17,017	17,518	17,957		55	
		MO	1201	1228	1260	1288	1317	1349	1382	1418	1460	1496			
		HR	6.90	7.06	7.24	7.40	7.57	7.75	7.94	8.15	8.39	8.60			
L	56	YR	14,741	15,117	15,451	15,806	16,182	16,579	17,017	17,518	17,957	18,416	18,917		56
		MO	1228	1260	1288	1317	1349	1382	1418	1460	1496	1535	1576		
		HR	7.06	7.24	7.40	7.57	7.75	7.94	8.15	8.39	8.60	8.82	9.06		
L	57	YR	15,117	15,451	15,806	16,182	16,579	17,017	17,518	17,957	18,416	18,917	19,460		57
		MO	1260	1288	1317	1349	1382	1418	1460	1496	1535	1576	1622		
		HR	7.24	7.40	7.57	7.75	7.94	8.15	8.39	8.60	8.82	9.06	9.32		
L	58	YR	15,451	15,806	16,182	16,579	17,017	17,518	17,957	18,416	18,917	19,460	19,982		58
		MO	1288	1317	1349	1382	1418	1460	1496	1535	1576	1622	1665		
		HR	7.40	7.57	7.75	7.94	8.15	8.39	8.60	8.82	9.06	9.32	9.57		
L	59	YR	15,806	16,182	16,579	17,017	17,518	17,957	18,416	18,917	19,460	19,982	20,504		59
		MO	1317	1349	1382	1418	1460	1496	1535	1576	1622	1665	1717		
		HR	7.57	7.75	7.94	8.15	8.39	8.60	8.82	9.06	9.32	9.57	9.82		

Step	01	02	03	04	05	06	07	08	09	10	K
Comp Code	A	B	C	D	E	F	G	H	I	J	11
YR - Yearly Salary Rate											
MO - Monthly Salary Rate											
HR - Hourly Salary Rate											

Compensation Grid 5
Commissioner's Office, Health Care Non-Professional, and Clerical (Cont.)
Series L, Ranges 42-77
Effective 7/1/84-6/30/85

Comp Code	A	B	C	D	E	F	G	H	I	J	K	Range
Step	01	02	03	04	05	06	07	08	09	10	11	
60	16,182	16,579	17,017	17,518	17,957	18,416	18,917	19,460	19,982	20,525	21,151	
61	16,579	17,017	17,518	17,957	18,416	18,917	19,460	19,982	20,525	21,151	21,757	
62	17,017	17,518	17,957	18,416	18,917	19,460	19,982	20,525	21,151	21,757	22,362	
63	17,518	17,957	18,416	18,917	19,460	19,982	20,525	21,151	21,757	22,362	22,989	
64	17,957	18,416	18,917	19,460	19,982	20,525	21,151	21,757	22,362	22,989	23,615	
65	18,416	18,917	19,460	19,982	20,525	21,151	21,757	22,362	22,989	23,615	24,221	
66	18,917	19,460	19,982	20,525	21,151	21,757	22,362	22,989	23,615	24,221	24,889	
67	19,460	19,982	20,525	21,151	21,757	22,362	22,989	23,615	24,221	24,889	25,578	
68	19,982	20,525	21,151	21,757	22,362	22,989	23,615	24,221	24,889	25,578	26,246	
69	20,525	21,151	21,757	22,362	22,989	23,615	24,221	24,889	25,578	26,246	26,935	
70	21,151	21,757	22,362	22,989	23,615	24,221	24,889	25,578	26,246	26,935	27,645	
71	21,757	22,362	22,989	23,615	24,221	24,889	25,578	26,246	26,935	27,645	28,313	
72	22,362	22,989	23,615	24,221	24,889	25,578	26,246	26,935	27,645	28,313	29,002	
73	22,989	23,615	24,221	24,889	25,578	26,246	26,935	27,645	28,313	29,002	29,670	
74	23,615	24,221	24,889	25,578	26,246	26,935	27,645	28,313	29,002	29,670	30,380	
75	24,221	24,889	25,578	26,246	26,935	27,645	28,313	29,002	29,670	30,380	31,049	
76	24,889	25,578	26,246	26,935	27,645	28,313	29,002	29,670	30,380	31,049	31,717	
77	25,578	26,246	26,935	27,645	28,313	29,002	29,670	30,380	31,049	31,717	32,385	

Step	01	02	03	04	05	06	07	08	09	10	11
Comp Code	A	B	C	D	E	F	G	H	I	J	K
YR - Yearly Salary Rate											
MO - Monthly Salary Rate											
HR - Hourly Salary Rate											

Compensation
Commissioner's Plan Technical
Series C Ranges 42-77
Effective 7/1/84-6/30/85

Comp Code	Step	Series	Range	A	B	C	D	E	F	G	H	I	J	Range
				01	02	03	04	05	06	07	08	09	10	
		C	42	YR 10,878	11,129	11,421	11,735	12,027	12,403	12,674	12,946	13,259	13,509	42
				MO 907	927	952	978	1002	1034	1056	1079	1105	1126	
				HR 5.21	5.33	5.47	5.62	5.76	5.94	6.07	6.20	6.35	6.47	
		C	43	YR 11,129	11,421	11,735	12,027	12,403	12,674	12,946	13,259	13,509	13,802	43
				MO 927	952	978	1002	1034	1056	1079	1105	1126	1150	
				HR 5.33	5.47	5.62	5.76	5.94	6.07	6.20	6.35	6.47	6.61	
		C	44	YR 11,421	11,735	12,027	12,403	12,674	12,946	13,259	13,509	13,802	14,073	44
				MO 952	978	1002	1034	1056	1079	1105	1126	1150	1173	
				HR 5.47	5.62	5.76	5.94	6.07	6.20	6.35	6.47	6.61	6.74	
		C	45	YR 11,735	12,027	12,403	12,674	12,946	13,259	13,509	13,802	14,073	14,449	45
				MO 978	1002	1034	1056	1079	1105	1126	1150	1173	1204	
				HR 5.62	5.76	5.94	6.07	6.20	6.35	6.47	6.61	6.74	6.92	
		C	46	YR 12,027	12,403	12,674	12,946	13,259	13,509	13,802	14,073	14,449	14,804	46
				MO 1002	1034	1056	1079	1105	1126	1150	1173	1204	1234	
				HR 5.76	5.94	6.07	6.20	6.35	6.47	6.61	6.74	6.92	7.09	
		C	47	YR 12,403	12,674	12,946	13,259	13,509	13,802	14,073	14,449	14,804	15,138	47
				MO 1034	1056	1079	1105	1126	1150	1173	1204	1234	1262	
				HR 5.94	6.07	6.20	6.35	6.47	6.61	6.74	6.92	7.09	7.25	
		C	48	YR 12,674	12,946	13,259	13,509	13,802	14,073	14,449	14,804	15,138	15,514	48
				MO 1056	1079	1105	1126	1150	1173	1204	1234	1262	1293	
				HR 6.07	6.20	6.35	6.47	6.61	6.74	6.92	7.09	7.25	7.43	
		C	49	YR 12,946	13,259	13,509	13,802	14,073	14,365	14,804	15,138	15,514	15,869	49
				MO 1079	1105	1126	1150	1173	1197	1234	1262	1293	1322	
				HR 6.20	6.35	6.47	6.61	6.74	6.88	7.09	7.25	7.43	7.60	
		C	50	YR 13,259	13,509	13,802	14,073	14,365	14,741	15,117	15,514	15,869	16,266	50
				MO 1105	1126	1150	1173	1197	1228	1260	1293	1322	1355	
				HR 6.35	6.47	6.61	6.74	6.88	7.06	7.24	7.43	7.60	7.79	
		C	51	YR 13,509	13,802	14,073	14,365	14,741	15,117	15,514	15,869	16,266	16,641	51
				MO 1126	1150	1173	1197	1228	1260	1293	1322	1355	1387	
				HR 6.47	6.61	6.74	6.88	7.06	7.24	7.43	7.60	7.79	7.97	
		C	52	YR 13,802	14,073	14,365	14,741	15,117	15,514	15,869	16,266	16,641	17,101	52
				MO 1150	1173	1197	1228	1260	1293	1322	1355	1387	1425	
				HR 6.61	6.74	6.88	7.06	7.24	7.43	7.60	7.79	7.97	8.19	
		C	53	YR 14,073	14,365	14,741	15,117	15,514	15,869	16,266	16,641	17,101	17,602	53
				MO 1173	1197	1228	1260	1293	1322	1355	1387	1425	1467	
				HR 6.74	6.88	7.06	7.24	7.43	7.60	7.79	7.97	8.19	8.43	
		C	54	YR 14,365	14,741	15,117	15,514	15,869	16,266	16,641	17,101	17,602	18,124	54
				MO 1197	1228	1260	1293	1322	1355	1387	1425	1467	1510	
				HR 6.88	7.06	7.24	7.43	7.60	7.79	7.97	8.19	8.43	8.68	
		C	55	YR 14,741	15,117	15,514	15,869	16,266	16,641	17,101	17,602	18,124	18,604	55
				MO 1228	1260	1293	1322	1355	1387	1425	1467	1510	1550	
				HR 7.06	7.24	7.43	7.60	7.79	7.97	8.19	8.43	8.68	8.91	
		C	56	YR 15,117	15,514	15,869	16,266	16,641	17,101	17,602	18,124	18,604	19,126	56
				MO 1260	1293	1322	1355	1387	1425	1467	1510	1550	1594	
				HR 7.24	7.43	7.60	7.79	7.97	8.19	8.43	8.68	8.91	9.16	
		C	57	YR 15,514	15,869	16,266	16,641	17,101	17,602	18,124	18,604	19,126	19,690	57
				MO 1293	1322	1355	1387	1425	1467	1510	1550	1594	1641	
				HR 7.43	7.60	7.79	7.97	8.19	8.43	8.68	8.91	9.16	9.43	
		C	58	YR 15,869	16,266	16,641	17,101	17,602	18,124	18,604	19,126	19,690	20,274	58
				MO 1322	1355	1387	1425	1467	1510	1550	1594	1641	1690	
				HR 7.60	7.79	7.97	8.19	8.43	8.68	8.91	9.16	9.43	9.71	
		C	59	YR 16,266	16,641	17,101	17,602	18,124	18,604	19,126	19,690	20,274	20,838	59
				MO 1355	1387	1425	1467	1510	1550	1594	1641	1690	1737	
				HR 7.79	7.97	8.19	8.43	8.68	8.91	9.16	9.43	9.71	9.98	

Comp Code	Step	A	B	C	D	E	F	G	H	I	J
YR	-	Yearly Salary Rate									
MO	-	Monthly Salary Rate									
HR	-	Hourly Salary Rate									

Effective 7/1/84-6/30/85

[illegible]

Yearly Salary Rate	15
Monthly Salary Rate	12
Hourly Salary Rate	10

8-11-84
 1/84-6
 Grid 7
 (Cont.)

Comp Code	A	B	C	D	E	F	G	H	I	J	Range
Step	01	02	03	04	05	06	07	08	09	10	
10	27,937	28,919	29,963	31,069	32,176	33,366	34,556	35,800	37,208	38,586	16
20	28,919	29,963	31,069	32,176	33,366	34,556	35,809	37,208	38,586	39,964	17
30	29,963	31,069	32,176	33,366	34,556	35,809	37,208	38,586	39,964	41,530	18
40	31,069	32,176	33,366	34,556	35,809	37,208	38,586	39,964	41,530	42,971	19
50	32,176	33,366	34,556	35,809	37,208	38,586	39,964	41,530	42,971	44,474	20
60	33,366	34,556	35,809	37,208	38,586	39,964	41,530	42,971	44,474	46,082	21
70	34,556	35,809	37,208	38,586	39,964	41,530	42,971	44,474	46,082	47,773	22
80	35,809	37,208	38,586	39,964	41,530	42,971	44,474	46,082	47,773	49,444	23
90	37,208	38,586	39,964	41,530	42,971	44,474	46,082	47,773	49,444	51,240	24
01	38,586	39,964	41,530	42,971	44,474	46,082	47,773	49,444	51,240	53,119	25
11	39,964	41,530	42,971	44,474	46,082	47,773	49,444	51,240	53,119	55,019	26
21	41,530	42,971	44,474	46,082	47,773	49,444	51,240	53,119	55,019	57,044	27
31	42,971	44,474	46,082	47,773	49,444	51,240	53,119	55,019	57,044	59,119	28
41	44,474	46,082	47,773	49,444	51,240	53,119	55,019	57,044	59,119	61,240	29
51	46,082	47,773	49,444	51,240	53,119	55,019	57,044	59,119	61,240	63,366	30
61	47,773	49,444	51,240	53,119	55,019	57,044	59,119	61,240	63,366	65,492	
71	49,444	51,240	53,119	55,019	57,044	59,119	61,240	63,366	65,492	67,618	
81	51,240	53,119	55,019	57,044	59,119	61,240	63,366	65,492	67,618	69,744	
91	53,119	55,019	57,044	59,119	61,240	63,366	65,492	67,618	69,744	71,870	
02	55,019	57,044	59,119	61,240	63,366	65,492	67,618	69,744	71,870	74,000	
12	57,044	59,119	61,240	63,366	65,492	67,618	69,744	71,870	74,000	76,130	
22	59,119	61,240	63,366	65,492	67,618	69,744	71,870	74,000	76,130	78,260	
32	61,240	63,366	65,492	67,618	69,744	71,870	74,000	76,130	78,260	80,390	
42	63,366	65,492	67,618	69,744	71,870	74,000	76,130	78,260	80,390	82,520	
52	65,492	67,618	69,744	71,870	74,000	76,130	78,260	80,390	82,520	84,650	
62	67,618	69,744	71,870	74,000	76,130	78,260	80,390	82,520	84,650	86,780	
72	69,744	71,870	74,000	76,130	78,260	80,390	82,520	84,650	86,780	88,910	
82	71,870	74,000	76,130	78,260	80,390	82,520	84,650	86,780	88,910	91,040	
92	74,000	76,130	78,260	80,390	82,520	84,650	86,780	88,910	91,040	93,170	
03	76,130	78,260	80,390	82,520	84,650	86,780	88,910	91,040	93,170	95,300	
13	78,260	80,390	82,520	84,650	86,780	88,910	91,040	93,170	95,300	97,430	
23	80,390	82,520	84,650	86,780	88,910	91,040	93,170	95,300	97,430	99,560	
33	82,520	84,650	86,780	88,910	91,040	93,170	95,300	97,430	99,560	101,690	
43	84,650	86,780	88,910	91,040	93,170	95,300	97,430	99,560	101,690	103,820	
53	86,780	88,910	91,040	93,170	95,300	97,430	99,560	101,690	103,820	105,950	
63	88,910	91,040	93,170	95,300	97,430	99,560	101,690	103,820	105,950	108,080	
73	91,040	93,170	95,300	97,430	99,560	101,690	103,820	105,950	108,080	110,210	
83	93,170	95,300	97,430	99,560	101,690	103,820	105,950	108,080	110,210	112,340	
93	95,300	97,430	99,560	101,690	103,820	105,950	108,080	110,210	112,340	114,470	
04	97,430	99,560	101,690	103,820	105,950	108,080	110,210	112,340	114,470	116,600	
14	99,560	101,690	103,820	105,950	108,080	110,210	112,340	114,470	116,600	118,730	
24	101,690	103,820	105,950	108,080	110,210	112,340	114,470	116,600	118,730	120,860	
34	103,820	105,950	108,080	110,210	112,340	114,470	116,600	118,730	120,860	122,990	
44	105,950	108,080	110,210	112,340	114,470	116,600	118,730	120,860	122,990	125,120	
54	108,080	110,210	112,340	114,470	116,600	118,730	120,860	122,990	125,120	127,250	
64	110,210	112,340	114,470	116,600	118,730	120,860	122,990	125,120	127,250	129,380	
74	112,340	114,470	116,600	118,730	120,860	122,990	125,120	127,250	129,380	131,510	
84	114,470	116,600	118,730	120,860	122,990	125,120	127,250	129,380	131,510	133,640	
94	116,600	118,730	120,860	122,990	125,120	127,250	129,380	131,510	133,640	135,770	
05	118,730	120,860	122,990	125,120	127,250	129,380	131,510	133,640	135,770	137,900	
15	120,860	122,990	125,120	127,250	129,380	131,510	133,640	135,770	137,900	140,030	
25	122,990	125,120	127,250	129,380	131,510	133,640	135,770	137,900	140,030	142,160	
35	125,120	127,250	129,380	131,510	133,640	135,770	137,900	140,030	142,160	144,290	
45	127,250	129,380	131,510	133,640	135,770	137,900	140,030	142,160	144,290	146,420	
55	129,380	131,510	133,640	135,770	137,900	140,030	142,160	144,290	146,420	148,550	
65	131,510	133,640	135,770	137,900	140,030	142,160	144,290	146,420	148,550	150,680	
75	133,640	135,770	137,900	140,030	142,160	144,290	146,420	148,550	150,680	152,810	
85	135,770	137,900	140,030	142,160	144,290	146,420	148,550	150,680	152,810	154,940	
95	137,900	140,030	142,160	144,290	146,420	148,550	150,680	152,810	154,940	157,070	
06	140,030	142,160	144,290	146,420	148,550	150,680	152,810	154,940	157,070	159,200	
16	142,160	144,290	146,420	148,550	150,680	152,810	154,940	157,070	159,200	161,330	
26	144,290	146,420	148,550	150,680	152,810	154,940	157,070	159,200	161,330	163,460	
36	146,420	148,550	150,680	152,810	154,940	157,070	159,200	161,330	163,460	165,590	
46	148,550	150,680	152,810	154,940	157,070	159,200	161,330	163,460	165,590	167,720	
56	150,680	152,810	154,940	157,070	159,200	161,330	163,460	165,590	167,720	169,850	
66	152,810	154,940	157,070	159,200	161,330	163,460	165,590	167,720	169,850	171,980	
76	154,940	157,070	159,200	161,330	163,460	165,590	167,720	169,850	171,980	174,110	
86	157,070	159,200	161,330	163,460	165,590	167,720	169,850	171,980	174,110	176,240	
96	159,200	161,330	163,460	165,590	167,720	169,850	171,980	174,110	176,240	178,370	
07	161,330	163,460	165,590	167,720	169,850	171,980	174,110	176,240	178,370	180,500	
17	163,460	165,590	167,720	169,850	171,980	174,110	176,240	178,370	180,500	182,630	
27	165,590	167,720	169,850	171,980	174,110	176,240	178,370	180,500	182,630	184,760	
37	167,720	169,850	171,980	174,110	176,240	178,370	180,500	182,630	184,760	186,890	
47	169,850	171,980	174,110	176,240	178,370	180,500	182,630	184,760	186,890	189,020	
57	171,980	174,110	176,240	178,370	180,500	182,630	184,760	186,890	189,020	191,150	
67	174,110	176,240	178,370	180,500	182,630	184,760	186,890	189,020	191,150	193,280	
77	176,240	178,370	180,500	182,630	184,760	186,890	189,020	191,150	193,280	195,410	
87	178,370	180,500	182,630	184,760	186,890	189,020	191,150	193,280	195,410	197,540	
97	180,500	182,630	184,760	186,890	189,020	191,150	193,280	195,410	197,540	199,670	
08	182,630	184,760	186,890	189,020	191,150	193,280	195,410	197,540	199,670	201,800	
18	184,760	186,890	189,020	191,150	193,280	195,410	197,540	199,670	201,800	203,930	
28	186,890	189,020	191,150	193,280	195,410	197,540	199,670	201,800	203,930	206,060	
38	189,020	191,150	193,280	195,410	197,540	199,670	201,800	203,930	206,060	208,190	
48	191,150	193,280	195,410	197,540	199,670	201,800	203,930	206,060	208,190	210,320	
58	193,280	195,410	197,540	199,670	201,800	203,930	206,060	208,190	210,320	212,450	
68	195,410	197,540	199,670	201,800	203,930	206,060	208,190	210,320	212,450	214,580	
78	197,540	199,670	201,800	203,930	206,060	208,190	210,320	212,450	214,580	216,710	
88	199,670	201,800	203,930	206,060	208,190	210,320	212,450	214,580	216,710	218,840	
98	201,800	203,930	206,060	208,190	210,320	212,450	214,580	216,710	218,840	220,970	
09	203,930	206,060	208,190	210,320	212,450	214,580	216,710	218,840	220,970	223,100	
19	206,060	208,190	210,320	212,450	214,580	216,710	218,840	220,970	223,		

Commission Grid 8
Commissioner's Plan Supervisory
Grades J Ranges 1-29
Effective 7/1/84-6/30/85

Comp Code	Step	Range	A	B	C	D	E	F	G	H	I	J	Range
Series	01	02	03	04	05	06	07	08	09	10	11	12	13
J	01	YR	15,242	15,639	16,015	16,433	16,892	17,372	17,832	18,374	18,980	19,460	01
		MO	1270	1303	1335	1369	1408	1448	1486	1531	1582	1622	
		HR	7.30	7.49	7.67	7.87	8.09	8.32	8.54	8.80	9.09	9.32	
J	02	YR	15,639	16,015	16,433	16,892	17,372	17,832	18,374	18,980	19,460	19,880	02
		MO	1303	1335	1369	1408	1448	1486	1531	1582	1622	1662	
		HR	7.49	7.67	7.87	8.09	8.32	8.54	8.80	9.09	9.32	9.54	
J	03	YR	16,015	16,433	16,892	17,372	17,832	18,374	18,980	19,460	20,066	20,692	03
		MO	1335	1369	1408	1448	1486	1531	1582	1622	1662	1702	
		HR	7.67	7.87	8.09	8.32	8.54	8.80	9.09	9.32	9.54	9.76	
J	04	YR	16,433	16,892	17,372	17,832	18,374	18,980	19,460	20,066	20,692	21,339	04
		MO	1369	1408	1448	1486	1531	1582	1622	1662	1702	1742	
		HR	7.87	8.09	8.32	8.54	8.80	9.09	9.32	9.54	9.76	9.98	
J	05	YR	16,892	17,372	17,832	18,374	18,980	19,460	20,066	20,692	21,339	21,986	05
		MO	1408	1448	1486	1531	1582	1622	1662	1702	1742	1782	
		HR	8.09	8.32	8.54	8.80	9.09	9.32	9.54	9.76	9.98	10.20	
J	06	YR	17,372	17,832	18,374	18,980	19,460	20,066	20,692	21,339	21,986	22,697	06
		MO	1448	1486	1531	1582	1634	1683	1737	1782	1834	1891	
		HR	8.32	8.54	8.80	9.09	9.32	9.54	9.76	9.98	10.20	10.42	
J	07	YR	17,832	18,374	18,980	19,460	20,066	20,692	21,339	21,986	22,697	23,427	07
		MO	1486	1531	1582	1634	1686	1743	1796	1834	1891	1952	
		HR	8.54	8.80	9.09	9.32	9.54	9.76	9.98	10.20	10.42	10.64	
J	08	YR	18,374	18,980	19,460	20,066	20,692	21,339	21,986	22,697	23,427	24,207	08
		MO	1531	1582	1634	1686	1750	1815	1886	1952	2027	2105	
		HR	8.80	9.09	9.32	9.54	9.76	10.00	10.20	10.42	10.64	10.86	
J	09	YR	18,980	19,460	20,066	20,692	21,339	21,986	22,697	23,427	24,207	25,055	09
		MO	1582	1634	1686	1750	1815	1886	1952	2027	2105	2184	
		HR	9.09	9.32	9.54	9.76	10.00	10.20	10.42	10.64	10.86	11.08	
J	10	YR	19,460	20,066	20,692	21,339	21,986	22,697	23,427	24,207	25,055	25,927	10
		MO	1634	1686	1750	1815	1886	1952	2027	2105	2184	2262	
		HR	9.32	9.54	9.76	10.00	10.20	10.42	10.64	10.86	11.08	11.30	
J	11	YR	20,066	20,692	21,339	21,986	22,697	23,427	24,207	25,055	25,927	26,847	11
		MO	1686	1750	1815	1886	1952	2027	2105	2184	2262	2351	
		HR	9.54	9.76	10.00	10.20	10.42	10.64	10.86	11.08	11.30	11.52	
J	12	YR	20,692	21,339	21,986	22,697	23,427	24,207	25,055	25,927	26,847	27,817	12
		MO	1750	1815	1886	1952	2027	2105	2184	2262	2351	2439	
		HR	10.06	10.20	10.42	10.64	10.86	11.08	11.30	11.52	11.74	11.96	
J	13	YR	21,339	21,986	22,697	23,427	24,207	25,055	25,927	26,847	27,817	28,847	13
		MO	1815	1886	1952	2027	2105	2184	2262	2351	2439	2532	
		HR	10.43	10.64	10.86	11.08	11.30	11.52	11.74	11.96	12.18	12.40	
J	14	YR	21,986	22,697	23,427	24,207	25,055	25,927	26,847	27,817	28,847	29,927	14
		MO	1886	1952	2027	2105	2184	2262	2351	2439	2532	2627	
		HR	10.64	10.86	11.08	11.30	11.52	11.74	11.96	12.18	12.40	12.62	
J	15	YR	22,697	23,427	24,207	25,055	25,927	26,847	27,817	28,847	29,927	31,007	15
		MO	1952	2027	2105	2184	2262	2351	2439	2532	2627	2728	
		HR	11.22	11.44	11.66	11.88	12.10	12.32	12.54	12.76	12.98	13.20	
J	16	YR	23,427	24,207	25,055	25,927	26,847	27,817	28,847	29,927	31,007	32,147	16
		MO	2027	2105	2184	2262	2351	2439	2532	2627	2728	2831	
		HR	11.66	11.88	12.10	12.32	12.54	12.76	12.98	13.20	13.42	13.64	
J	17	YR	24,207	25,055	25,927	26,847	27,817	28,847	29,927	31,007	32,147	33,347	17
		MO	2105	2184	2262	2351	2439	2532	2627	2728	2831	2937	
		HR	12.10	12.32	12.54	12.76	12.98	13.20	13.42	13.64	13.86	14.08	
J	18	YR	25,055	25,927	26,847	27,817	28,847	29,927	31,007	32,147	33,347	34,607	18
		MO	2184	2262	2351	2439	2532	2627	2728	2831	2937	3047	
		HR	12.54	12.76	12.98	13.20	13.42	13.64	13.86	14.08	14.30	14.52	
J	19	YR	25,927	26,847	27,817	28,847	29,927	31,007	32,147	33,347	34,607	35,927	19
		MO	2262	2351	2439	2532	2627	2728	2831	2937	3047	3162	
		HR	13.00	13.20	13.42	13.64	13.86	14.08	14.30	14.52	14.74	14.96	

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										

COMPENSATION GRIDS
Commissioner's Plan Supervisory (Cont.)
Series J Ranges 1-29
Effective 7/1/84-6/30/85

Comp Code	Step	Range	A	B	C	D	E	F	G	H	I	J	Range
			01	02	03	04	05	06	07	08	09	10	
J	20	YR	28,209	29,274	30,380	31,523	32,740	33,972	35,245	36,561	37,939	39,296	20
		MO	2351	2439	2532	2627	2728	2831	2937	3047	3162	3275	
		HR	13.51	14.02	14.55	15.10	15.68	16.27	16.88	17.51	18.17	18.82	
J	21	YR	29,274	30,380	31,529	32,740	33,972	35,245	36,561	37,939	39,296	40,716	21
		MO	2439	2532	2627	2728	2831	2937	3047	3162	3275	3393	
		HR	14.02	14.55	15.10	15.68	16.27	16.88	17.51	18.17	18.82	19.50	
J	22	YR	30,380	31,529	32,740	33,972	35,245	36,561	37,939	39,296	40,716	42,178	22
		MO	2532	2627	2728	2831	2937	3047	3162	3275	3393	3515	
		HR	14.55	15.10	15.68	16.27	16.88	17.51	18.17	18.82	19.50	20.20	
J	23	YR	31,529	32,740	33,972	35,245	36,561	37,939	39,296	40,716	42,178	43,702	23
		MO	2627	2728	2831	2937	3047	3162	3275	3393	3515	3642	
		HR	15.10	15.68	16.27	16.88	17.51	18.17	18.82	19.50	20.20	20.93	
J	24	YR	32,740	33,972	35,245	36,561	37,939	39,296	40,716	42,178	43,702	45,268	24
		MO	2728	2831	2937	3047	3162	3275	3393	3515	3642	3772	
		HR	15.68	16.27	16.88	17.51	18.17	18.82	19.50	20.20	20.93	21.68	
J	25	YR	33,972	35,245	36,561	37,939	39,296	40,716	42,178	43,702	45,268	46,917	25
		MO	2831	2937	3047	3162	3275	3393	3515	3642	3772	3910	
		HR	16.27	16.88	17.51	18.17	18.82	19.50	20.20	20.93	21.68	22.47	
J	26	YR	35,245	36,561	37,939	39,296	40,716	42,178	43,702	45,268	46,917	48,588	26
		MO	2937	3047	3162	3275	3393	3515	3642	3772	3910	4049	
		HR	16.88	17.51	18.17	18.82	19.50	20.20	20.93	21.68	22.47	23.27	
J	27	YR	36,561	37,939	39,296	40,716	42,178	43,702	45,268	46,917	48,588	50,342	27
		MO	3047	3162	3275	3393	3515	3642	3772	3910	4049	4195	
		HR	17.51	18.17	18.82	19.50	20.20	20.93	21.68	22.47	23.27	24.11	
J	28	YR	37,939	39,296	40,716	42,178	43,702	45,268	46,917	48,588	50,342	52,158	28
		MO	3162	3275	3393	3515	3642	3772	3910	4049	4195	4347	
		HR	18.17	18.82	19.50	20.20	20.93	21.68	22.47	23.27	24.11	24.98	
J	29	YR	39,296	40,716	42,178	43,702	45,268	46,917	48,588	50,342	52,158	54,021	29
		MO	3275	3393	3515	3642	3772	3910	4049	4195	4347	4499	
		HR	18.82	19.50	20.20	20.93	21.68	22.47	23.27	24.11	24.98	25.86	

Step
 Comp Code
 YR - Yearly Salary Rate
 MO - Monthly Salary Rate
 HR - Hourly Salary Rate

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 18 to range 19 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 19 to range 20 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 20 to range 21 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 21 to range 22 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 22 to range 23 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 23 to range 24 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 24 to range 25 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 25 to range 26 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 26 to range 27 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 27 to range 28 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

Employees in the class of Accounting Technician Supervisor, Senior shall convert from range 28 to range 29 effective 7/1/84, and shall receive the value of a one-range salary adjustment.

APPENDIX H - EQUITY ADJUSTMENTS

Listed below are equity adjustments for classes unique to the Commissioner's Plan.

Class Title	6/30/83 Compensation Code	7/1/83 Series	7/1/83 Compensation Code	7/1/84 Compensation Code
Administrative Secretary Supervisor	3H	J	3H	5H
Director of Nurses - Gillette	20I	J	20I	21I
Employee Development Supervisor	17I	J	17I	18I
Examination Monitor 1	51H	L	50A	50A
Examination Monitor 2	4C	L	63A	63A
Examination Monitor 3	57I	L	65A	65A
Personnel Aide	59I	C	61I	61I
Personnel Aide, Senior	59I	C	61I	63I
Personnel Aide, Senior Supervisor	4I	J	5I	7I
Personnel Officer*	4G	A	4I	4I
Personnel Officer Supervisor*	9G	J	9H	9H
Personnel Payroll Technician	54I	C	56I	59I
Personnel Payroll Technician, Principal	57I	C	59I	61I
Personnel Specialist*	4G	A	4I	4I
Staff Program Assistant	1J	A	2J	2J
Staff Program Supervisor	6J	J	8H	8H

*Range extension only. Employees in these classes receive no individual adjustments.

Employees in non-unique classes (classes covered by both a collective bargaining agreement and the Commissioner's Plan) shall receive the same equity adjustments provided to those classes by the collective bargaining agreements except where the Commissioner's Plan range during the last biennium was higher than the bargaining unit range, in which case the employees will receive equity adjustments as provided below:

- o Employees in the classes of Office Services Supervisor 1 and Executive 2 shall receive no equity adjustments on 7/1/83, but shall receive the 7/1/84 equity adjustment provided by the appropriate collective bargaining agreement.
- o Employees in the class of Executive 1 shall receive the value of a two-range equity adjustment on 7/1/83, and shall receive the 7/1/84 equity adjustment provided by the appropriate collective bargaining agreement.
- o Employees in the class of Office Services Supervisor 2 shall convert from range 9J to 10I effective 7/1/83, with no individual equity adjustments except those required to pay employees at the new range minimum.
- o Employees in the class of Accounting Technician Supervisor shall convert from range 6I to 7H effective 7/1/83, with no individual equity adjustments except those required to pay employees at the new range minimum. Effective 7/1/84, these employees shall receive the same equity adjustment provided by the appropriate collective bargaining agreement.
- o Employees in the class Accounting Technician Supervisor, Senior shall convert from range 8I to 9I effective 7/1/83, and shall receive the value of a one-range equity adjustment.

Status of 1983-85 Contract Negotiations

Unit	Unit Description	Number of Employees*	Exclusive Representative	Status
#1	Law Enforcement	662	MN State Patrol Troopers Assn. MN Bureau of Criminal Apprehn. Agents Assn. MN Conservation Officers Assn.	Settled: 7/23/83 LCER App'd: 8/22/83
#2	Craft, Maintenance and Labor	2,494	MN State Employees Union, AFSCME, Co. 6, AFL-CIO	Settled: 7/01/83 LCER App'd: 7/22/83
#3	Service	2,603	MN State Employees Union AFSCME, Co. 6, AFL-CIO	Settled: 7/01/83 LCER App'd: 7/22/83
#4	Health Care Non-Professional	3,505	MN State Employees Union AFSCME, Co. 6, AFL-CIO	Settled: 7/01/83 LCER App'd: 7/22/83
#5	Health Care Professional	476	Minnesota Nurses Association	Settled: 10/17/83 LCER App'd: 11/14/83
#6	Clerical	5,426	MN State Employees Union AFSCME, Co. 6, AFL-CIO	Settled: 7/01/83 LCER App'd: 7/22/83
#7	Technical	2,504	MN State Employees Union AFSCME, Co. 6, AFL-CIO	Settled: 7/01/83 LCER App'd: 7/22/83
#8	Correctional Counselor	851	MN State Employees Union AFSCME, Co. 6, AFL-CIO	Settled: 7/01/83 LCER App'd: 7/22/83
#9	State University Instructional	2,115	Inter-Faculty Organization/ MN Education Association	Settled: 1/31/84 LCER App'd:
#10	Community College Instructional	1,399	Community College Faculty MN Education Association	Settled: 1/31/84 LCER App'd:
#11	State University Administrative	241	MN State University Assn/Admin & Svcs Faculty (affiliated with Teamster Local No. 320)	Settled: 1/31/84 LCER App'd:
#12	Professional Engineering	653	MN Government Engineers Council	Settled: 8/01/83 LCER App'd: 8/22/83
#13	Health Treatment Professional	73	Assn. of Institutional Dentists	Settled: 9/20/83 LCER App'd: 10/04/83
#14	General Professional	4,817	MN Association of Professional Employees	Settled: 7/15/83 LCER App'd: 8/22/83

Unit	Unit Description	Number of Employees*	Exclusive Representative	Status
#15	Professional State Residential Instructional	222	State Residential Schools Education Assn (affiliated with MN Education Assn.)	Settled: 4/5/84 LCER App'd:
#16	Supervisory	2,558	Middle Management Association	Settled: 7/22/83 LCER App'd: 8/22/83

*Source: Payroll/Personnel Information System as of 10/5/83

ESTIMATED COSTS: MANAGERIAL PLAN

managers = 1,045 Average salary = \$38,750

<u>F.Y. 84</u>	<u>Increase Per Person</u>	<u>Cost</u>
<u>Maximum</u>		
930 managers @ 12%	\$4,650	\$4.3 million
115 managers @ 8%	3,100	.4 million
<u>Minimum</u>		
930 managers @ 4%	\$1,550	\$1.4 million
115 managers @ 0	- 0 -	- 0 -
<u>Best Guess</u>		
1,045 managers @ 8.7%	\$3,356	\$3.5 million
Average vacation reduction	(\$ 727)	(\$.8 million)

F.Y. 85

<u>Maximum</u>		
930 managers @ 13%	\$5,474	\$5.1 million
115 managers @ 8%	3,368	.4 million
<u>Minimum</u>		
930 managers @ 4%	\$1,684	\$1.6 million
115 managers @ 0	- 0 -	- 0 -
<u>Best Guess</u>		
1,045 managers @ 8.7%	\$3,646	\$3.8 million
Average vacation reduction	(\$ 789)	(\$.8 million)

ESTIMATED COSTS: COMMISSIONER'S PLAN

confidentials = 611 Average salary = \$20,717
severed = 89 Average salary = \$30,992

<u>F.Y. 84</u>	<u>Increase Per Person</u>	<u>Cost</u>
<u>Maximum</u>		
611 confidentials @ 10%	\$2,072	\$1.3 million
89 severed @ 10%	3,099	.3 million
<u>Minimum</u>		
611 confidentials @ 4%	\$ 829	\$.5 million
89 severed @ 4%	1,240	.1 million
<u>Best Guess</u>		
611 confidentials @ 8%	\$1,657	\$1.0 million
89 severed @ 8%	2,479	.2 million

<u>F.Y. 85</u>		
<u>Maximum</u>		
611 confidentials @ 10%	\$2,237	\$1.4 million
89 severed @ 10%	3,347	.3 million
<u>Minimum</u>		
611 confidentials @ 4.5%	\$1,006	\$.6 million
89 severed @ 4.5%	1,506	.1 million
<u>Best Guess</u>		
611 confidentials @ 8.5%	\$1,902	\$1.2 million
89 severed @ 8.5%	2,845	.3 million

BIENNIAL COST: BEST GUESS

	<u>Increase Per Person</u>	<u>Cost</u>
<u>Managerial Plan</u>		
1,045 managers @ 8.7%, 8.7%	\$7,002	\$7.3 million
vacation reduction	(\$1,516)	(\$1.6 million)
<u>Commissioner's Plan</u>		
611 confidentials @ 8%, 8.5%	\$3,559	\$2.2 million
89 severed @ 8%, 8.5%	\$5,324	\$.5 million
TOTAL		\$9.8 million

DEPARTMENT

EMPLOYEE RELATIONS - 3RD FLOOR
SPACE CENTER BUILDING

Office Memorandum

TO: The Honorable Thomas Nelson
Chairperson
Legislative Commission on Employee Relations

DATE 8/15/83

FROM: Nina Rothchild
Commissioner

PHONE 296-8366

SUBJECT: Managerial Plan

In accord with Minn. Stat. 43A.18, Subdivision 3, I am submitting to you the enclosed Managerial Plan for consideration by the Legislative Commission on Employee Relations. I have attached a summary of the major provisions of the plan to assist you in your review. Please contact me with any questions or concerns.

Attachments

Nina Rothchild

HIGHLIGHTS: MANAGERIAL PLAN

Leaves

- Allows 10 days of vacation and sick leave at time of initial appointment as an advance against future accruals.
- Allows sick leave usage for dependents not in same household.
- Requires granting unpaid leave for VISTA and Peace Corps on the same basis as military leave. Eliminates vacation accrual during unpaid voluntary military leaves.
- Continues voluntary unpaid leaves for salary savings purposes with full benefits.
- Allows reduction of vacation accumulation on an annual date rather than by payroll period.

Managerial Development

- New chapter outlining position descriptions, performance appraisal, development planning, training, memberships, subscriptions, mobility assignments, and developmental leaves.
- Allows unpaid, paid, or partially paid developmental leaves at the discretion of the Appointing Authority. May be for up to 2 years duration. Requires three years of service for eligibility and may require service on return. Paid leaves require approval of Commissioner of Employee Relations.

Seniority, Layoff, Recall

- Provides that seniority calculation includes all time served in a managerial class statewide. Does not provide "bumping" rights across agency lines or mandatory recall across agency lines.
- Retains discretionary affirmative action override on layoff and provides "first consideration" to managers laid off from other agencies.

Expenses

- Increases auto mileage from .26 to .27.
- Provides meal reimbursement at a single rate of \$6.00 for breakfast, \$7.00 for lunch, and \$12.00 for dinner. Allows combined reimbursement for two or more meals when in travel status.
- Provides mandatory reimbursement of actual costs up to \$10,000 for required moves and removes limits on individual items. Provides Appointing Authority discretion in payment for voluntary moves and for exceeding \$10,000 on required moves.

Insurance

- Provides same coverage as negotiated contracts including physicians and hospital AWARE programs.
- Provides benefits be half-paid by State for those working 50-75% time.
- Increases optional life insurance from \$105,000 to \$200,000 at manager's expense with proof of insurability.

Vacation Accrual (see attached)

- Provides a single schedule for all managers.
- Starts with 6 hours per pay period and ends with 9 hours per pay period (i.e., from 4 weeks to 5.5 weeks).

Salary (see attached)

- Provides 20 ranges with a minimum of \$22,425 at lowest range and a maximum of \$58,000 at highest range. In FY 85, minimum is \$23,435 and maximum is \$60,610.
- Provides that agency heads set salary of deputies on July 1 of each year anywhere in their ranges.
- Allows payment by percentage increase to base, lump sum payment, or any combination of the two.

VACATION

<u>YEARS OF SERVICE</u>	<u>1</u> <u>PREV.</u> <u>MGR.</u>	<u>2</u> <u>AGENCY</u> <u>HEADS</u>	<u>3</u> <u>CURRENT</u> <u>LCER</u> <u>MGR.</u>	<u>4</u> <u>NEGOTIATED</u> <u>CONTRACTS</u> <u>'83-85</u>	<u>5</u> <u>PROPOSAL</u>	<u>6</u> <u>DIFF.</u> <u>PREV.</u> <u>MGR.</u>	<u>7</u> <u>DIFF. PREV.</u> <u>AGENCY HEAD</u>	<u>8</u> <u>DIFF.</u> <u>LCER</u> <u>MGR.</u>	<u>9</u> <u>WEEKS</u>
0 - 3	6	8	4	4	6	0	-2	+2	4
3 - 5	7	8	4	4	6	-1	-2	+2	4
5 - 8	8	9	5	5	7	-1	-2	+2	4.5
8 - 10	9	9	7	7	7.5	-1.5	-1.5	+ .5	4.5
10 - 12	9	10	7	7	8	-1	-2	+1	5
12 - 20	10	10	7.5	7.5	8	-2	-2	+ .5	5
20 - 25	10	10	8	8	8.5	-1.5	-1.5	+ .5	5.5
25 - 30	10	10	8	8.5	9	-1	-1	+1	5.5
30 +	10	10	8	9	9	-1	-1	+1	5.5

- 1 - Number of hours of accrual per pay period in each year of service interval for managers in the 1981-1983 Managerial Plan.
- 2 - Number of hours of accrual per pay period in each year of service interval for department heads, deputies and CES members in the 1981-83 Managerial Plan.
- 3 - Number of hours of accrual per pay period in each year of service interval for all managers, department heads and deputies established by the LCER at the June 30 meeting to apply during interim until new plan is adopted (same accrual rates as 1981-83 Commissioner's Plan).
- 4 - Number of hours of accrual per pay period in each year of service interval negotiated for employees in all collective bargaining agreements thus far for 1983-85 biennium.
- 5 - The proposed number of hours of accrual per pay period in each year of service interval for all employees covered by the Managerial Plan for the 1983-85 biennium.
- 6 - Number of hours of accrual per pay period difference between the proposed plan and those of Column #1.
- 7 - Number of hours of accrual per pay period difference between the proposed plan and those of Column #2.
- 8 - Number of hours of accrual per pay period difference between the proposal and those of Column #3.
- 9 - Approximate number of weeks of vacation earned per year by Managers in each year of service interval under proposal.

MANAGERIAL PLAN RANGES

	<u>Range Number</u>	<u>Hourly Minimum</u>	<u>Hourly Midpoint</u>	<u>Hourly Maximum</u>	<u>Annual Minimum</u>	<u>Annual Midpoint</u>	<u>Annual Maximum</u>
FY 84	7	10.74	12.60	14.45	22,425	26,309	30,172
	8	11.15	13.08	15.00	23,281	27,311	31,320
	9	11.58	13.58	15.57	24,179	28,355	32,510
	10	12.01	14.08	16.15	25,077	29,399	33,721
	11	12.44	14.60	16.76	25,975	30,485	34,995
	12	12.93	15.16	17.39	26,998	31,654	36,310
	13	13.42	15.72	18.01	28,021	32,823	37,605
	14	13.92	16.29	18.66	29,065	34,014	38,962
	15	14.45	16.89	19.33	30,172	35,266	40,361
	16	15.00	17.52	20.03	31,320	36,582	41,823
	17	15.57	18.16	20.75	32,510	37,918	43,326
	18	16.15	18.83	21.50	33,721	39,317	44,892
	19	16.76	19.52	22.27	34,995	40,758	46,500
	20	17.39	20.23	23.07	36,310	42,240	48,170
	21	18.01	20.96	23.90	37,605	43,764	49,903
	22	18.66	21.68	24.69	38,962	45,268	51,553
	23	19.33	22.41	25.49	40,361	46,792	53,223
	24	20.03	23.16	26.29	41,823	48,358	54,894
	25	20.75	23.92	27.09	43,326	49,945	56,564
	26	21.50	24.64	27.78	44,892	51,448	58,005
FY 85	7	11.22	13.16	15.10	23,427	27,478	31,529
	8	11.65	13.67	15.68	24,325	28,543	32,740
	9	12.10	14.19	16.27	25,265	29,629	33,972
	10	12.55	14.72	16.88	26,204	30,735	35,245
	11	13.00	15.26	17.51	27,144	31,863	36,561
	12	13.51	15.84	18.17	28,209	33,074	37,939
	13	14.02	16.42	18.82	29,274	34,285	39,296
	14	14.55	17.03	19.50	30,380	35,559	40,716
	15	15.10	17.65	20.20	31,529	36,853	42,178
	16	15.68	18.31	20.93	32,740	38,231	43,702
	17	16.27	18.98	21.68	33,972	39,630	45,268
	18	16.88	19.68	22.47	35,245	41,092	46,917
	19	17.51	20.39	23.27	36,561	42,574	48,588
	20	18.17	21.14	24.11	37,939	44,140	50,342
	21	18.82	21.90	24.98	39,296	45,727	52,158
	22	19.50	22.65	25.80	40,716	47,293	53,870
	23	20.20	23.42	26.64	42,178	48,901	55,624
	24	20.93	24.20	27.47	43,702	50,530	57,357
	25	21.68	25.00	28.31	45,268	52,200	59,111
	26	22.47	25.75	29.03	46,917	53,766	60,615

Managers move through appropriate ranges based on performance increases as follows:

	<u>July 1, 1983</u>	<u>July 1, 1984</u>
Exceeds Standards	4 - 12%	4 - 13%
Meets Standards	0 - 8%	0 - 9%
Below Standards	0	0

o If at range maximum, performance pay paid as lump sum. Otherwise, any increase over range mid-point paid at discretion of Appointing Authority as:

- Percentage increase to base
- Lump sum (in cash or deferred comp deduction at Manager's option)
- Combination of the above in ratio determined by Appointing Authority

MANAGERIAL PLAN

July 1, 1983 through June 30, 1985

Prepared pursuant to Minn. Stat. 43A.18, subdivision 3, by the:

**Minnesota Department of Employee Relations
3rd Floor Space Center Building
444 Lafayette Road
Saint Paul, Minnesota 55101
(612) 296-2616**

MANAGERIAL PLAN
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Chapter 1. COVERAGE

The Managerial Plan, authorized by M.S. 43A.18, subdivision 3, establishes the compensation, terms, and conditions of employment for all classified and unclassified employees in positions identified by the Commissioner of Employee Relations as managerial. The benefit provisions of this plan are extended to department heads whose salaries are established in M.S. 15A.081, subdivision 1, and their deputies; to constitutional officers and their deputies whose salaries are established under M.S. 15A.081, subdivision 6, and for whom no plan has been approved under M.S. 43A.18, subdivision 4; to judges of the Workers' Compensation Court of Appeals; and to Tax Court judges.

This plan provides coverage for the biennium beginning on July 1, 1983, and ending on June 30, 1985. The vacation accrual rates contained in Chapter 4 are effective July 13, 1983, and the provisions of Chapter 12 regarding salary range adjustments and individual salary increases are effective July 1, 1983. All other provisions are effective on the date this plan is approved by the Legislative Commission on Employee Relations. Provisions shall remain in effect after June 30, 1985, until a new plan for the following biennium is approved by the Legislative Commission on Employee Relations.

Chapter 2. WORK SCHEDULE

Work Day. The work day for managers shall normally follow the schedule of the work units for which they are responsible. The managerial role, however, necessitates a degree of adaptability as to hours and days worked which is not required on the part of other State employees. Accordingly, specific work schedules for managers shall be recognized as guidelines only, subject to change as dictated by the needs of the service.

Pay Period. Managerial compensation is based upon the expectation that managers normally work at least 80 hours in the pay period. Managers shall be allowed flexibility in arranging their time from day to day in a manner which enables them to perform the responsibilities of their assignments.

Overtime. Because managers have authority to plan the work of their organizations and allocate the time needed for its completion, they are normally not eligible for overtime compensation. If an emergency situation is declared by the Commissioner, the Commissioner shall determine if managers shall be paid for overtime. If compensation is authorized, payment shall be at straight time in either cash or compensatory time at the Appointing Authority's option.

Chapter 3. HOLIDAYS

Eligibility. All managers in payroll status, except those on emergency or temporary appointments, are eligible for paid holidays.

Observed Holidays. The following days shall be observed as paid holidays for eligible managers:

<u>Holiday</u>	<u>1983-84</u>	<u>1984-85</u>
Independence Day	Monday, July 4, 1983	Wednesday, July 4, 1984
Labor Day	Monday, September 5, 1983	Monday, September 3, 1984
Veteran's Day	Friday, November 11, 1983	Monday, November 12, 1984
Thanksgiving Day	Thursday, November 24, 1983	Thursday, November 22, 1984
Day after Thanksgiving	Friday, November 25, 1983	Friday, November 23, 1984
Christmas	Monday, December 26, 1983	Tuesday, December 25, 1984
New Year's	Monday, January 2, 1984	Tuesday, January 1, 1985
President's Day	Monday, February 20, 1984	Monday, February 18, 1985
Memorial Day	Monday, May 28, 1984	Monday, May 27, 1985

Floating Holidays. A manager shall receive one floating holiday each fiscal year. The scheduling of such a day shall be by mutual agreement between the Appointing Authority and the manager. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

Substitute Holidays. An Appointing Authority may designate, in consultation with the manager, an alternate holiday within the fiscal year for a manager who works on a regularly scheduled holiday.

Holiday Pay Entitlement. In order to receive a paid holiday, an eligible manager must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). Any eligible manager mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s). An eligible part-time manager shall be paid for the number of hours s/he would have worked had there been no holiday.

Religious Holidays. When a religious holiday not observed as one of those holidays listed above falls on a manager's regularly scheduled work day, the manager shall be entitled to that day off to observe the religious holiday. Time to observe a religious holiday shall be taken without pay unless the manager uses accumulated vacation leave or, by mutual consent with the Appointing Authority, is able to work an equivalent number of hours at some other time during the fiscal year to compensate for the hours lost. A manager shall notify his/her supervisor of his/her intention to observe a religious holiday in advance of the holiday.

Chapter 4. VACATION LEAVE

Eligibility. All managers in payroll status, except those on emergency or temporary appointments, are eligible for paid vacation leave as provided in this Chapter.

Accruals and Accumulation. A full-time manager shall accrue vacation leave each pay period according to the rates provided below. A manager being paid for less than a full 80 hour pay period shall have his/her vacation accrual prorated in accord with the schedule provided in Appendix B. Vacation leave may be accumulated to any amount provided that once each year, on the date ending a pay period specified by the Appointing Authority, each manager's accumulation must be reduced to 275 hours or less. If the Appointing Authority has not specified a date, it shall be the last day of the first pay period in January. In emergency situations, the Commissioner may temporarily suspend the maximum number of hours which may be accumulated. As used below, "Length of Service" does not include time on suspension or unpaid non-medical leaves which exceed one full pay period in duration.

<u>Length of Service</u>	<u>Hours Per Pay Period</u>
0 through 5 years	6 hours
After 5 through 8 years	7 hours
After 8 through 10 years	7.5 hours
After 10 through 20 years	8 hours
After 20 through 25 years	8.5 hours
After 25 years	9 hours

Upon initial entry to the State service in a managerial position, an eligible manager shall be credited with 80 hours (10 days) of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated.

An eligible manager who moves without a break in employment between positions in the classified and/or unclassified services, whether within an agency or between agencies, shall have his/her accumulated vacation leave, to a maximum of 275 hours, and length of service transferred. This provision shall also apply to employees who move to Managerial Plan positions from managerial or non-managerial positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches.

An eligible manager who is reappointed to State service within four years from the date of separation in good standing shall accrue vacation leave according to the length of service the manager had attained at the time of separation. This provision shall also apply to employees reappointed to the State service in Managerial Plan positions following separation in good standing from positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches.

Vacation Leave Upon Separation. A manager separated from State service shall be compensated in cash, at the manager's current rate of pay, for all vacation leave credited at the time of separation to a maximum of 275 hours.

Chapter 5. SICK LEAVE

Eligibility. All managers in payroll status, except those on emergency or temporary appointments, are eligible for paid sick leave as provided in this Chapter.

Accruals and Accumulations. A full-time manager shall accrue sick leave at the base rate of four hours per pay period until 900 hours have been accumulated. A manager being paid for less than a full 80 hour pay period shall have his/her sick leave accrual prorated in accord with the schedule provided in Appendix C until 900 hours have been accumulated. After 900 hours have been accumulated, a manager shall accrue sick leave at the rate of two hours per pay period, or as provided in Appendix C, as long as the 900 hours is maintained. This time shall be credited to the manager in a sick leave bank. A manager whose sick leave balance falls below 900 hours shall again accrue sick leave at the appropriate full- or part-time base rate until his/her accumulation again reaches 900 hours.

Upon initial entry to the State service in a managerial position, an eligible manager shall be credited with 80 hours (10 days) of sick leave. Such credit shall be reduced proportionately as sick leave is accumulated.

An eligible manager who moves without a break in employment between positions in the classified and/or unclassified services, whether within an agency or between agencies, shall have his/her accumulated sick leave balance and bank, if any, transferred. This provision shall also apply to employees who move to Managerial Plan positions from managerial or non-managerial positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches unless their previous accrual rates and maximum accumulations were greater than those provided in this Plan, in which case, leave balances and banks shall be transferred in amounts equal to what the employees would have accumulated under this Plan.

An eligible manager who is reappointed to State service within four years from the date of separation in good standing shall have his/her sick leave balance and bank, if any, restored provided that any manager being reappointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours which were paid as severance. This provision shall also apply to employees who are reappointed to State service in Managerial Plan positions following separation in good standing from positions covered by other plans or collective bargaining agreements or from positions in the legislative or judicial branches, unless their previous accrual rates and maximum accumulations were greater than those provided in this Plan, in which case, leave balances and banks shall be restored in amounts equal to what they would have accumulated under this Plan.

Usage. Whenever practicable, a manager shall submit a written request for sick leave in advance of the period of absence. When advance notice is not possible, the manager shall notify his/her supervisor at the earliest opportunity. A manager shall be granted paid sick leave to the extent of his/her accumulation for the following:

- illness or disability;
- medical, chiropractic, or dental care for the manager;
- exposure to contagious disease which endangers the health of other persons;
- inability to work because of the manager's pregnancy or child birth;

- birth or adoption of the manager's child, not to exceed three days;
- to arrange for necessary nursing care for members of the family, not to exceed three days;
- to attend the funeral of a close relative, stepchild, or ward for a reasonable period of time, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased; or
- for the illness or disability of family members of the same household or other dependents for such reasonable periods as the manager's attendance may be necessary.

When used, sick leave shall be first deducted from the 900 hours accumulated. When a manager has exhausted his/her accumulated leave, s/he may use any hours in his/her sick leave bank with the approval of the Appointing Authority.

A manager using sick leave may be required to furnish a statement from his/her medical practitioner or a medical practitioner designated by the Appointing Authority indicating the nature and expected duration of the illness or disability. The Appointing Authority may also require a similar statement from a medical practitioner if the Appointing Authority has reason to believe the manager is not able to work or has been exposed to a contagious disease which endangers the health of other persons.

Chapter 6. OTHER LEAVES OF ABSENCE

Application for Leave. A manager shall submit a request for a leave of absence in writing to the immediate supervisor as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of, the leave of absence.

Paid Leaves of Absence. Paid leaves of absence shall not exceed the manager's normal work schedule and shall be granted as follows:

- Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the manager's State job. The manager shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any manager who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave, or leave of absence without pay unless, by mutual consent with the Appointing Authority, the manager is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- Jury duty leave for time to serve on a jury provided that when not impaneled for actual service, but only on call for service, the manager shall report to work.
- Military leave in accord with M.S. 192.26 for members of a reserve component of the armed forces of this State or of the United States who are ordered by the appropriate authority to active service or to attend a training program. This leave shall be limited to 15 working days per calendar year unless the manager is required by the appropriate authority to remain in active service or training for a longer period.
- Voting time leave in accord with M.S. 204C.04 for managers eligible to vote in any statewide general election or any election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the morning of the election day.
- Emergency leave in the event of a natural or man-made emergency if determined by the Commissioner, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the Commissioner.
- Athletic leave in accord with M.S. 15.62 to prepare for and engage in world, Olympic, or Pan American games competition.

Unpaid Leaves of Absence - Mandatory. Unpaid leaves of absence shall be granted upon a manager's request as follows:

- Disability leave for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when a manager has exhausted his/her accumulation of sick leave due to an extended illness or injury. When disability retirement is granted, leaves shall continue until regular retirement age is reached.

- Family leave to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. Upon request, the Appointing Authority may extend the leave up to a maximum of one year.
- Military leave in accord with M.S. 192.261, subdivision 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to four years plus any additional time, in each case, as the manager may be required to serve pursuant to law. If such leave results from an order to active service by the appropriate authority, the manager shall continue to accrue vacation leave, to a maximum of 275 hours, during the period of active service.
- Political process leave in accord with M.S. 202A.135 and 202A.19, subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committees of a major political party if the manager is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the manager is a convention delegate or alternate, provided that the leave is requested ten days prior to the leave start date.
- Public office leave in accord with M.S. 43A.32, subdivision 2, for a manager in the classified service:
 - upon assuming an elected Federal or State public office or upon assuming any other elected public office if, in the opinion of the Commissioner, the holding of the office conflicts with the manager's regular State employment; or
 - upon filing as a candidate for any elected public office or any time during the course of the manager's candidacy, at the manager's request or at the Commissioner's directive, if the Commissioner determines that the candidacy conflicts with the manager's regular State employment.
- VISTA or Peace Corps leave for a period not to exceed four years.

Unpaid Leaves of Absence - Discretionary. Unpaid leaves of absence may be granted upon a manager's request at the discretion of the Appointing Authority as follows:

- Temporary leave for salary saving purposes provided that this leave shall not exceed 60 consecutive days at any one time and that an Appointing Authority shall not hire a replacement for a manager on temporary leave. A manager on temporary leave shall, if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the manager's return from leave.
- Personal leave for any reason for a period of up to one year subject to annual renewal at the Appointing Authority's discretion.

● Unclassified service leave in accord with M.S. 43A.07, subdivision 5, to allow a manager in the classified service to accept a position in the unclassified service.

Termination of Leaves. A manager may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the Appointing Authority. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the Appointing Authority may be cancelled by an Appointing Authority upon reasonable notice to the manager. Such notice shall ordinarily be in writing except in case of emergency.

Return From Leave. A manager returning from a leave of absence of two months or more shall notify his/her Appointing Authority at least two weeks prior to the intended date of return. A manager shall be entitled to return from an approved leave of absence to a vacant position in the same class and agency. If a vacant position in the manager's class is not available, the Appointing Authority may offer the manager a vacant position in a different class of comparable duties and pay for which s/he is qualified. If no vacant position is available and/or offered, the layoff provisions (including displacement rights) of Chapter 9 shall apply. A manager returning from an unpaid leave of absence shall return to the same rate of pay s/he had been receiving at the time the leave commenced, or at a higher rate with the approval of the Commissioner.

Chapter 7. PROBATIONARY PERIOD

Application of Probation. The probationary period is an extension of the examination process. It provides an opportunity for the Appointing Authority to observe and the manager to demonstrate whether the manager can perform the duties and fulfill the responsibilities of the position.

Required Probationary Period. A manager shall be required to complete a probationary period in order to attain permanent status in a class following unlimited appointment to a classified position except upon recall from a Managerial Plan Agency layoff list and as provided below.

Optional Probationary Period. With written notice prior to the appointment date, a manager may be required by the Appointing Authority to serve a probationary period in order to attain permanent status in a class or agency after receiving any of the following types of appointments: reinstatement or reemployment, transfer to a new class within an agency or between agencies or jurisdictions, transfer within the same class between agencies or jurisdictions, or voluntary demotion to a new class within an agency or between agencies or jurisdictions.

Length of Probationary Period. Probationary periods shall normally be for a period of one year. An Appointing Authority may reduce the length of a manager's required probationary period to not less than nine months, or a manager's optional probationary period to any lesser length, provided the manager has met the training requirements established in the Administrative Procedures and has demonstrated the ability to effectively perform the duties and responsibilities of the position. In such cases, the Appointing Authority shall provide written notice to the manager and the Commissioner of the determination to grant permanent status prior to completion of the one year period.

If a manager has not met the training requirements established in the Administrative Procedures, the Commissioner may, at the request of the Appointing Authority, extend the probationary period for up to one additional year. The extension of a probationary period is not subject to the dispute resolution procedure of Chapter 10. A manager whose probationary period is extended in accord with this paragraph shall be provided with written notice of the length of the extension by the Appointing Authority prior to the end of the one year probationary period initially established.

Computation of Time on Probation. The probationary period begins on the day of unlimited appointment and includes all time in the agency in the class and in any subsequent appointments to comparable or higher related classes or related unclassified positions but not time on layoffs or unpaid leaves exceeding ten consecutive work days.

Attainment of Permanent Status. Unless the manager is notified by the Appointing Authority that s/he will not be certified to permanent status in the class prior to the end of a probationary period specified or extended in accord with the above provisions, the manager shall attain permanent status immediately upon completion of the last assigned work period of the probationary period.

Failure to Attain Permanent Status. A manager serving an initial probationary period may be terminated by the Appointing Authority at any time during the probationary period and shall have no further rights to State employment. A manager, who has attained permanent status in another class and/or agency and who is notified by the Appointing Authority that s/he will not be certified to permanent status in the new class and/or agency, shall be returned to a vacant position in the class and agency in which the manager served immediately prior to appointment to the new class and/or agency subject to applicable provisions of collective bargaining agreements and plans. If there is no vacancy, the layoff provisions (including displacement rights) of the collective bargaining agreement or plan applicable to the former class and/or agency shall be applied.

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Chapter 8. MANAGEMENT DEVELOPMENT

Position Descriptions and Performance Objectives. Every manager shall develop, with assistance from his/her supervisor, a position description and performance goals or objectives that reflect his/her duties and incorporate the expectations of the Appointing Authority. The position description and performance objectives for a probationary manager shall be developed no later than the manager's mid-probationary appraisal. A permanent manager's position description and performance objectives shall be reviewed with the manager at least once a year and, if necessary, rewritten after the manager's annual appraisal or whenever there is a substantial change in duties and at least every three years.

Performance Appraisal. A probationary manager shall participate in a performance counseling review at the mid-point and end of the probationary period. Performance appraisals for permanent managers shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, a manager shall receive a copy of a written appraisal and shall have the opportunity to review and comment on the performance rating and to sign the appraisal as indication of having read the appraisal, participated in the appraisal process, and had the opportunity to make comment.

Individual Development Planning. As a part of the performance review, the manager and supervisor shall identify any gaps between current levels of performance and those required for satisfactory performance in the job. The manager and supervisor may also explore developmental needs or interests to improve performance to reach higher levels in the current position and/or in higher levels of managerial responsibility within the agency or State service. The manager and supervisor shall complete an Individual Development Plan which identifies agreed upon needs, and establishes priorities for, and methods of, responding to those needs. The plan shall be reviewed and updated at the time of the annual performance review and shall be monitored during the appraisal period.

Mandatory Training. Newly appointed managers in the classified service must participate in 80 hours of developmental activities in accord with Administrative Procedure 21.3 in order to attain permanent status in managerial classes.

Continuing Training. All managers are expected to participate in training and development activities on an on-going basis. Within the limits of available time and resources, training and development opportunities shall be made available to the manager. As a first priority, the manager's supervisor and the Appointing Authority shall make a reasonable effort to help the manager address the developmental needs established in the Individual Development Plan by providing released time and/or payment for enrollment in State-sponsored or approved training courses and enrollment in seminars and courses at educational institutions, in accord with Administrative Procedures and this Chapter.

A manager may also request to attend a specific training activity. If, in the judgment of the Appointing Authority, the requested college course or professional workshop or seminar will better prepare a manager to perform his/her current or projected responsibilities and if staffing needs and budgetary resources permit, the Appointing Authority may provide released time and/or reimbursement in accord with Administrative Procedure 21C and this Chapter. Managers must successfully complete the training to be eligible for reimbursement.

Membership in Professional Organizations. In each fiscal year, the Appointing Authority may authorize payment for a manager of full or partial costs of membership dues and conference fees paid to a professional organization related to the manager's job provided that the organization offering the membership does not directly influence agency policies, exist primarily for social reasons, have as its primary purpose the advancement of individual manager interests, or restrict membership on the basis of sex, race, or religion. The manager may attend meetings and seminars of the professional organization during work hours if the amount of time required is reasonable, the Appointing Authority approves such attendance as related to the work assignment, and staffing requirements permit. The manager may hold office in a professional organization if s/he receives no stipend or direct payment other than expense reimbursement from the organization.

Subscriptions. An Appointing Authority may authorize payment for the cost of a manager's individual subscriptions to magazines or other professional publications provided that the publications meet organizational needs.

Mobility Assignments. A manager is eligible to participate in temporary job change designed to broaden his/her work experience and expand his/her perspectives. A mobility assignment may involve moves between State agencies, between the State and other governmental jurisdictions, or between the State and private organizations. These temporary assignments give the manager an opportunity to use, develop, and expand his/her knowledge, skills, and abilities in a different work environment. Assignments are usually full-time for a specified duration. Generally, each individual manager is responsible for locating his/her own mobility assignment and for securing Appointing Authority approval for the assignment. However, these assignments may be initiated by the manager or by either employer and they require the approval of all three parties. Mobility assignments between the State and other employers are governed by M.S. 15.51 to 15.59.

Developmental Leave. A manager is eligible for a developmental leave to secure additional education, training, or experience which will better prepare him/her to carry out his/her management responsibilities. A developmental leave may be granted for any period up to two years at no pay, partial pay, or full pay. Granting of a developmental leave is at the discretion of the Appointing Authority. A partially or fully paid leave must be approved in advance by the Commissioner. The manager shall be eligible to retain State-paid insurance benefits for which s/he is otherwise eligible while on developmental leave. A developmental leave may be granted if the following criteria are met:

- The manager has at least three years of State service;
- The manager has submitted to the Appointing Authority a plan for the developmental leave showing how it will serve the purpose described above;
- The organizational function and goals can be carried out without the individual;
- Funds are available for this purpose; and
- The manager agrees to return to State employment following completion of a paid developmental leave for the amount of time specified by the Appointing Authority at the time the leave was approved.

Chapter 9. SENIORITY, LAYOFF, RECALL, TERMINATION OF UNCLASSIFIED APPOINTMENT, AND REEMPLOYMENT

Application of Seniority. All managers working in unlimited appointments in classified positions covered by this Plan shall accrue seniority as outlined below to be applied by the Appointing Authority in determining their relative positions for retention when a layoff occurs. Upon a manager's request, an Appointing Authority shall provide the manager with full information regarding his/her seniority.

Computation of Seniority. Seniority shall be calculated by class and shall include:

- all time since the last date of appointment to unlimited status in the class through appointment from an eligible list, appointment in accord with M.S. 43A.15, subdivisions 4, 5, 6, 7, 8, 11, or 12, or reinstatement;
- for managers who return to State employment after mandatory retirement at age 65 prior to 1/1/79, all time since the last date of appointment to unlimited status in the class prior to retirement less the time off the State payroll due to mandatory retirement;
- all time served in unlimited appointments in higher or comparably paid managerial positions determined by the Commissioner to be related to the current class provided that the manager has not had a break in employment; and
- all time during which a manager is in layoff status or is on an approved leave of absence provided that the manager returns to State service upon recall or expiration of an approved leave.

Ties in Seniority. When two or more managers have equal seniority based on the above computation, ties shall be broken in favor of the manager with the highest annual performance rating and, if a tie still exists, in favor of the manager with the longest length of continuous employment with the State since the last date of hire.

Layoff. A permanent or probationary classified manager may be laid off because of abolition of the manager's position, shortage of work or funding, a management-imposed reduction in a full-time manager's normal work hours which continues longer than two consecutive weeks, ineligibility for appointment to a reclassified position, or other reasons outside the manager's control. Any manager who has voluntarily requested and received Appointing Authority approval to reduce his/her work hours shall not be considered to have been laid off.

If faced with the need to lay off managers, an Appointing Authority shall:

Step 1: Determine which position is to be eliminated.

Step 2: To avert a layoff, reassign the manager occupying the position to be eliminated to any vacancy the Appointing Authority determines to fill in the same class, agency, organizational unit, and employment condition and within 35 miles of the position which is to be eliminated unless the manager is determined to be not qualified for the position by the Commissioner. The Appointing

Authority shall terminate any provisional manager working in an unlimited position covered by this Plan in the class, agency, and employment condition within 35 miles of the position which is being eliminated and shall reassign the manager whose position is being eliminated to the resultant vacancy before effecting a layoff.

Step 3: If a layoff cannot be averted through the reassignment procedures of Step 2, notify the incumbent of the position to be eliminated in writing at least two weeks prior to the effective date of a layoff. The notice shall state the reasons for the layoff action, the effective date of the layoff, and the estimated length of the layoff period. It shall also offer the opportunity to discuss options available to the manager in lieu of layoff.

Options to Managers Notified of Layoff. A manager notified of layoff shall have the following options provided that in all instances of displacement, the manager must accept a vacancy in the same class, geographic limit, and employment condition before displacing another manager and must have greater seniority than the manager who is to be displaced. The manager may:

Option 1: Accept the layoff.

Option 2: Unless determined by the Commissioner to be not qualified for the affected position, choose to displace the least senior manager within 35 miles who is in the same agency and who is in:

- (a) the same class and employment condition; or if the same class is not available,
- (b) any comparable or lower class and/or employment condition in which the manager previously served in order of previous service.

Option 3: Accept a vacancy the Appointing Authority has determined to fill in the same class or in any comparable or lower class for which the manager is determined qualified by the Commissioner.

Option 4: Displace the least senior manager in the same agency and employment condition and in the same class or any comparable or lower class in which the manager previously served in order of previous service (i.e., with no geographic limits) unless determined not qualified for the position by the Commissioner.

Exception to Layoff in Seniority Order. The Appointing Authority may depart from inverse seniority order of layoff or displacement if the otherwise required layoff or demotion in lieu of layoff would increase, or result in, a disparity with the agency's affirmative action goals established under 2 MCAR 2.396. In such cases, the manager notified of layoff shall displace the least senior manager in the class, agency, and employment condition whose layoff or demotion would not increase or result in a disparity.

Managerial Plan Layoff List. Managers who have been laid off or who have accepted demotions in lieu of layoff shall have their names placed in order of seniority on the Managerial Plan Agency layoff list for the class, agency, and location from which they were laid off. Such managers may indicate in writing other locations for which they are available and may change their

availabilities by notifying the Department in writing. Names shall remain on the Managerial Plan Agency layoff list for one year or for a period of time equal to the manager's length of continuous State employment to a maximum of five years unless removed under the provisions of this Chapter.

Recall. Managers shall be recalled to positions in the class and agency from which they were laid off in the order in which their names appear on the Managerial Plan Agency layoff list unless the manager is determined by the Commissioner to be not qualified for the position. In the absence of a Managerial Plan Agency layoff list, the Appointing Authority shall give first appointment consideration to managers on layoff whose names appear on the reemployment list for the class.

Removal from Layoff List. The names of managers shall be removed from the Managerial Plan Agency layoff list for any of the following reasons:

- Failure to accept recall from the layoff list to a position which matches the availabilities specified by the manager.
- Unlimited appointment to a classified position in a class comparable to or higher than the one from which the manager was laid off or demoted.
- Expiration of the term of eligibility specified above.
- Termination from State service.

Termination of Unclassified Appointment. A manager appointed to an unclassified position may be terminated at any time by the Appointing Authority and shall have no further rights to State employment unless s/he is on an approved leave of absence from a position in the classified service.

Reemployment List. The Commissioner shall establish reemployment lists by class, affording equal standing to all persons on each list available for the location and employment condition of the vacancy.

A manager who has been laid off or who has accepted a demotion in lieu of layoff may have his/her name placed on reemployment lists for all classes in which s/he previously held probationary or permanent status by making written request to the Commissioner. The manager shall indicate the locations and employment conditions for which s/he will accept employment and may change availabilities by written notice to the Commissioner.

Chapter 10. DISCIPLINARY ACTION AND RESOLUTION OF DISPUTES

Application. This chapter is limited to disputes concerning interpretation and application of the Managerial Plan, failure to attain permanent status as provided in Chapter 7, and disciplinary action as defined in this Chapter.

Administration of Discipline. Although an Appointing Authority may discipline any manager, an Appointing Authority shall make reasonable effort to discuss with the manager any performance problem which may lead to disciplinary action and to assist the manager in eliminating problem areas before disciplinary action becomes necessary. In the case of a permanent manager, disciplinary action may be taken only for just cause. For all managers, disciplinary action should be taken only for reasons which are communicated clearly to the manager. Discipline may include, in any order, only the following: oral reprimand, written reprimand, suspension, reduction in pay, demotion, and/or discharge.

Notice Requirements and Appeal Procedures. Procedures for the resolution of disputes are as follows:

<u>Disputes Concerning</u>	<u>Notice Requirements</u>	<u>Appeal Process</u>
Interpretations and applications for which the Appointing Authority has discretion under this Plan.	Not applicable.	Procedures adopted by the Appointing Authority; decision not appealable to the Commissioner.
Other interpretations and applications of the Managerial Plan, excluding disciplinary action.	Not applicable.	Appealable through Step 3 of the Dispute Resolution Procedure below.
Oral reprimand.	Not applicable.	None.
Written reprimand.	Specify reasons for action and changes expected.	Appealable through Step 2 of the Dispute Resolution Procedure below.
Failure to attain permanent status in a class.	Oral or written notice, no later than the effective date of the action. For a manager with permanent status in another class, notice shall indicate the manager's right to return to the former class and/or agency.	Appealable through Step 2 of the Dispute Resolution Procedure below.
Suspension, reduction in pay, or demotion during initial probation.	Oral or written notice, no later than the effective date of the action.	Appealable through Step 2 of the Dispute Resolution Procedure below.

Termination, suspension, reduction in pay, or demotion of an unclassified manager.

Oral or written notice, no later than the effective date of the action.

Appealable through Step 2 of the Dispute Resolution Procedure below.

Discharge, suspension, reduction in pay, or demotion of a permanent classified manager.

Written notice, no later than the effective date of the action, including:
(1) nature of the disciplinary action;
(2) specific reasons for the action; (3) effective date of the action; (4) statement of manager's right to reply within five working days of receipt of the notice in writing or, upon request, in person to the Appointing Authority or designee; and (5) statement of the manager's right to appeal as provided in M.S. 43A.33, subdivision 3(a).

Appealable through the Hearing Procedure contained in M.S. 43A.33, subdivisions 3(a) and 4.

Copy of notice and manager's reply, if any, to Commissioner within 10 calendar days of effective date of discipline.

Dispute Resolution Procedure. Disputes shall be resolved in accord with the following steps:

Step 1: Within 14 calendar days after the manager should have had knowledge of the event, the manager shall present to his/her supervisor in writing the nature of the dispute, the facts upon which it is based, and the relief requested. Within seven days, the supervisor shall give a written answer to the manager. If the dispute has not been resolved satisfactorily, the manager may appeal in writing, within 10 calendar days after the date of the supervisor's response, to the Appointing Authority or his/her designee.

Step 2: The Appointing Authority or his/her designee shall meet with the manager within seven calendar days following an appeal from Step 1 and shall give the manager a written answer within 14 calendar days following their meeting.

Step 3: The manager may appeal the decision of the Appointing Authority or his/her designee in writing to the Commissioner within seven calendar days after the Appointing Authority or designee has given an answer. The Commissioner shall consider the information presented by the manager and the Appointing Authority and shall make a decision within 14 calendar days. The Commissioner may decide to hold a hearing to discuss the dispute. The Commissioner's decision shall be final.

Time Limits. If a dispute is not presented within the time limit set forth above, it shall be considered waived. If a dispute is not appealed to the next step within the time limit specified, it shall be considered to be resolved on the basis of the last answer. If no response is made within a specified time limit, the manager may elect to treat the dispute as denied at that step and may appeal to the next step. Time limits on each step may be extended by mutual written agreement of the parties involved.

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Chapter 11. GROUP INSURANCE

Eligibility for State-Paid Group Insurance. Managers are eligible to receive the benefits provided under this Chapter if they 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. Managers holding part-time, unlimited appointments who work 50% but less than 75% of the time for a period of nine months or more in any 12 consecutive months are eligible for all life insurance benefits available under this Chapter and, at their option, for one-half ($\frac{1}{2}$) the State contribution toward the premium for the health and dental coverages provided by this Chapter.

Benefits provided under this Chapter shall continue as long as a manager meets these eligibility requirements and is in payroll status for at least one work day during each pay period or is off the State payroll due to a work-related injury or disability and is receiving workers' compensation payments or using disability leave. Vacation leave, compensatory time, or sick leave cannot be used to keep a manager on a State payroll for one work day per pay period during an unpaid leave of absence for the purpose of continuing State-paid insurance.

All managers who have been laid off under the provisions of Chapter 9 after three or more years of continuous employment shall continue to be eligible to receive State-paid insurance benefits for a period of six months from the date of layoff unless such benefits are provided to the manager by another employer.

Effective Date. The provisions of this Chapter shall be effective on October 5, 1983, provided that during the period July 1, 1983, through October 4, 1983, the State shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the State's contribution on June 30, 1983.

Benefits for individual managers and their dependents shall become effective on the first day of the first pay period beginning on or after the 28th calendar day following the first day of employment. A manager must be actively at work on the effective date of coverage except that a manager 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 provision shall also apply to any optional coverages. In no event shall the dependent's coverage become effective before the manager's coverage.

Open Enrollment. There shall be an open enrollment period of a minimum of 30 calendar days beginning on or before September 1, 1983, to allow managers to make changes in their selected coverages from the available health and dental insurance programs. There shall be an additional open enrollment period for health insurance beginning on or before September 1, 1984, and lasting for at least 30 calendar days. Changes in coverages shall become effective at the beginning of the pay period nearest to October 1 in each year.

Health Insurance. An eligible manager may select coverage under any one of the health maintenance organizations, a fee-for-service health plan, a Preferred Provider Organization, or any other plan offered by the State. A brief description of the available health plans is contained in Appendix D.

- The State shall contribute the lesser of the total employee Blue Cross and Blue Shield insurance monthly premium or the total monthly premium of the carrier covering the manager toward the cost of employee coverage.
- The State shall contribute the lesser of 90% of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.
- The major medical benefits under Blue Cross and 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 per manager or \$300.00 per family.
- The following changes shall be made in the fee-for-service plan:
 - The medical/surgical benefit shall pay 90% of the usual, customary, and reasonable charges as defined in the current contract with the fee-for-service carrier;
 - After an annual out-of-pocket cost of \$1,000 per manager or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy;
 - In those geographic areas where specified hospitals limit charges in accord with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in this section when managers or dependents are confined to a participating hospital. Managers electing a non-participating hospital in the geographic area covered by the agreement shall be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital;
 - As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accord with a contract with the carrier, the State shall subscribe to and implement that plan; and
 - The State shall contract with the fee-for-service carrier to reimburse employee costs in accord with the carrier contract when the manager or dependent is confined to a licensed hospice or a licensed birthing center.

Dental Insurance. An eligible manager may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer. A brief description of the available plans is contained in Appendix D.

- The State shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the manager toward the cost of employee dental coverage.
- The State shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Life Insurance. The State shall provide life insurance coverage for an eligible manager in an amount equal to twice his/her current annual salary based on salary multiples rounded to the nearest \$1,000. Any premium paid by the State in excess of \$50,000 coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A manager may decline coverage in excess of \$50,000 by filing a waiver in accord with Department of Finance procedures.

A manager who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Eligibility for Optional Self-Paid Insurance.

A retired manager who is entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at his/her own expense, in the health and dental insurance programs as set forth in M.S. 43A.27, subdivision 3, at the State group premium rates. For these managers, there shall be an open enrollment period for 30 calendar days immediately preceding the date of retirement.

An eligible manager whose six months of State-paid insurance following layoff has ended may continue to participate in the health insurance program, at his/her own expense at the group premium rates, for an additional 12 months or until covered by another employer, whichever is less.

An eligible manager may purchase the following optional insurance:

- Up to \$200,000 additional life insurance, subject to satisfactory evidence of insurability, in increments established by the Commissioner. Dependent coverage of \$3,000 for each dependent and up to one-half of the principal sum carried by the manager for the spouse shall also be available for purchase by the manager.
- Short-term salary continuance insurance of \$140-\$1,100 per month, up to two-thirds of a manager'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 from the eighth day of disabling illness.
- Long-term salary continuance insurance of \$200-\$1,000 per month, based on the manager's salary, beginning on the 181st day of total disability.
- Accidental death and dismemberment insurance of principal sum benefits in amounts ranging from \$5,000 to \$100,000. Coverage ranging from \$5,000 to \$25,000 may also be purchased for the manager's spouse but not in excess of the amount carried by the manager.

Workers' Compensation. When a manager has incurred an on-the-job injury or disability and has filed a claim for workers' compensation and when the liability for paying the claim is disputed, medical costs connected with the injury or disability shall be paid by the health maintenance organization or the health insurance carrier pursuant to the provisions of M.S. 176.191, subdivision 3.

Chapter 12. SALARY ADMINISTRATION

Salary Ranges. Each classified position is assigned, and each unclassified position is compared, to a specific job class at the time a position is established. Each class, except those for which a salary rate or range is established by law, shall be assigned to a salary range as indicated in Appendix F, consisting of minimum and maximum rates only. The Commissioner may reassign or recompare positions to different classes and may reassign classes to different salary ranges.

The salary ranges in Appendix G are effective July 1, 1983, and shall be increased by 4.5% effective July 1, 1984. Compensation grids reflecting the July 1, 1984 rates are contained in Appendix H.

Salary Rates and Limits. The salary rate for each manager shall be set by the Appointing Authority within the limits of the salary range to which the manager's class is assigned, subject to the limitations of 2 MCAR 2.311B and this Chapter. A manager's salary rate may not exceed the range maximum except as provided in this Chapter or by law. On July 1 of each year, the salary rate for a deputy department head may be set by the Appointing Authority at his/her discretion within the limits of the salary range to which the deputy's position is assigned. The actual salary established by the Governor for an agency head listed in M.S. 15A.081 shall serve as the upper limit of compensation for all managers in that agency. The Commissioner may grant an exemption not to exceed 120% of the agency head's salary as provided by M.S. 43A.17, subdivision 3.

Performance-Based Salary Increases. Each manager, except a deputy department head, may advance through his/her salary range on July 1 of each year as provided by performance-based salary increases granted by the Appointing Authority. The only non-discretionary increases shall be those which are necessary to adjust individual salaries to the new salary range minimums when the ranges are increased.

A performance increase shall be based upon a manager's performance appraisal rating in accord with the following table:

<u>General Category</u>	<u>Performance Rating</u>	<u>July 1, 1983</u>	<u>July 1, 1984</u>
Exceeds Standards	Outstanding or Superior	4 - 12%	4 - 13%
Meets Standards	Adequate or Satisfactory	0 - 8%	0 - 9%
Below Standards	Unsatisfactory	None	None

An increase shall be granted as a percentage adjustment to a manager's salary rate until the manager's current salary is at or beyond the new midpoint of the salary range. For a manager whose current rate is at or beyond the new midpoint, the Appointing Authority may grant a salary increase as a percentage adjustment, in a lump sum payment, or in a combination of these.

If a proposed percentage increase would result in a salary rate above the salary range maximum, that portion of the increase which would exceed the maximum of the range shall be paid in a lump sum. Managers at or above the salary range maximum, except those for whom increases are prohibited by law, shall also receive performance pay in lump sums. The total annual salary paid to a manager plus any lump sums may not exceed the upper limit of compensation as provided in this Chapter.

A manager who is not granted a performance increase in July because s/he has insufficient service to be properly evaluated may be granted an increase at the beginning of the first full pay period in the following January. The increase shall be based on the manager's performance appraisal as provided above.

A manager whose performance increase is withheld in July, based on his/her performance appraisal, may be granted an increase at the beginning of the first full pay period in the following January. The increase shall be based on a review of the manager's performance and may not exceed 8% in 1984, or 9% in 1985.

Salary on Promotion. Upon promotion, a manager shall normally receive a salary increase. An increase shall not exceed 12% without advance approval from the Commissioner unless a larger increase is necessary to pay the manager at the minimum of the new range. No promotional increase shall be granted which would place a manager's rate of pay above the salary range maximum.

If a manager is promoted in accord with M.S. 43A.15, subdivision 5, to a position reallocated to a class existing at the time of the reclassification request, the increase shall be effective 15 calendar days after receipt in the Department of a request determined by the Department to be properly documented and shall continue from that date until the effective date of the appointment. This paragraph does not apply to reallocations resulting from a classification study which includes some or all positions in a class or class series. The Commissioner shall determine when such payment is appropriate. The provisions of this paragraph shall also apply to the incumbents of unclassified positions which are recompared to higher classes.

Salary on Transfer. A manager's salary rate shall not be changed upon transfer, except for any increase required to pay the manager at the minimum of the new range or unless the manager voluntarily chooses to accept a lower rate of pay.

Salary on Demotion. Upon demotion, a manager's current rate of pay shall remain the same if the rate falls within the new salary range unless the manager voluntarily chooses to accept a lower rate of pay. If the current rate of pay exceeds the maximum of the new range, it shall be reduced to the maximum of the new range unless the demotion is the result of a reallocation to a lower class or unless the Commissioner approves a request from the Appointing Authority to pay a rate which exceeds the maximum under the provisions of M.S. 43A.17, subdivision 5.

Salary on Failure to Attain Permanent Status. If a probationary manager fails to attain permanent status in a new class and is returned to his/her former class, the employee's rate of pay shall be adjusted to the rate s/he would be earning had s/he remained in the former class.

Work Out of Class Pay. If a manager is assigned in accord with Administrative Procedure 17.1 to perform substantially all of the duties of a temporarily unoccupied position assigned to a higher class and the assignment exceeds 10 consecutive work days, the manager shall receive a salary increase for the assignment in accord with the provisions of "Salary on Promotion" above. A manager working out of class in a comparable or lower class shall receive no salary adjustment.

Severance Pay. A manager shall be entitled to severance pay upon separation from the State service by reason of:

- mandatory retirement;
- retirement at or after age 65;
- retirement after 10 years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- death;
- layoff other than seasonal;
- separation other than discharge after 20 years of continuous State employment or after 10 years of continuous State employment in managerial positions; or
- separation after 5 years of continuous State employment as a manager in the unclassified service.

Severance pay shall be a sum equal to the manager's regular rate of pay at the time of separation multiplied by 40% of the manager's accumulated sick leave balance at the time of separation, not to exceed 900 hours, plus 25% of the hours in the manager's sick leave bank. If necessary, hours may be transferred from the sick leave bank to attain the 900 hour maximum at the 40% rate.

A manager may choose to:

- be paid in a lump sum at the time of eligible separation;
- arrange for a one-time deferred compensation or tax-sheltered annuity deduction; or
- a combination of the above.

An Appointing Authority may allow a severance payment to be paid over a period of up to five years from the date of separation. If the manager dies before all of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the manager's estate.

An eligible manager who is reappointed to State service after having previously received severance pay based on sick leave shall have any future severance pay computed upon the difference between the amount of sick leave restored to his/her credit at the time of reappointment and the amount accumulated at the time of subsequent eligibility for severance pay.

Chapter 13. EXPENSE REIMBURSEMENT

General. The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for managers in accord with the provisions of this Chapter, Chapter 8, and Administrative Procedure 4.4 for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses.

Privately-Owned Vehicles and Aircraft. A manager shall be reimbursed for the use of privately-owned vehicles and aircraft under the situations, and at the rates specified below. In all cases, mileage must be on the most direct route according to Department of Transportation records.

<u>Situation</u>	<u>Rate Per Mile</u>
● Use of personal automobile when a State-owned vehicle is not available.	\$.27
● Use of personal automobile when a State-owned vehicle is available and declined by the manager.	\$.21
● Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	\$.40
● Use of personal aircraft provided that the manager can demonstrate adequate liability coverage under the requirements of M.S. 360.59, subdivision 10.	\$.43
● Use of personal motorcycle or similar two-wheel motorized vehicle.	\$.13

Other Travel Expenses. Upon approval of the Appointing Authority, managers in travel status may be reimbursed for expenses described below in the amounts actually incurred not to exceed any maximum amounts specified below.

Where anticipated expenses total at least \$50.00, the Appointing Authority shall advance the manager the amount of the anticipated expenses upon the manager's request made a reasonable period of time prior to the travel date. If the amount advanced exceeds the actual expenses, the manager shall return the excess within two weeks of return from travel.

Reimbursable expenses may include, but are not limited to, the following:

- Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class (unless authorized by an Appointing Authority if no other seating is available) and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes be in an amount equal to the cost of the air fare only to those destinations visited for State purposes.

- Meals, including tax and a reasonable gratuity, not to exceed \$6.00 for breakfast provided that the manager leaves home before 6:00 a.m. or is away from home overnight; \$7.00 for lunch provided that the manager is traveling outside his/her normal seven county metropolitan area work location or more than 35 miles away from his/her normal office if the office is located outside the seven county metropolitan area, or is away from home overnight; and \$12.00 for dinner provided that the manager cannot return home until after 7:00 p.m. or is away from home overnight. Managers who are in travel status for two or more meals shall be reimbursed for the actual costs of the meals up to the combined maximum amount for the reimbursable meals.
- Hotel and motel accommodations provided that managers exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the manager does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- One long-distance personal telephone call of reasonable duration each work week provided that the manager will not be returning home during the work week.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00, each week after the first week a manager is in continued travel status.
- Reasonable baggage handling costs.
- Parking fees and toll charges.

Chapter 14. RELOCATION EXPENSES

General. An Appointing Authority shall reimburse a manager for relocation expenses as provided in this Chapter, up to a maximum of \$10,000, if one of the following applies:

- the Appointing Authority requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment to a new position at least 35 miles from the manager's present work location; or
- a move is incurred as the result of reassignment, transfer, or demotion to a new position at least 35 miles from the manager's present work location necessitated by application of the layoff provisions of Chapter 9.

An Appointing Authority may authorize payment of more than \$10,000 in individual situations.

An Appointing Authority may reimburse a manager for all or a portion of the relocation expenses incurred as the result of a work-related move, other than those specified in the above paragraph, of at least 35 miles from the manager's present work location.

Reimbursement for relocation expenses shall be allowed only if a change of residence is completed within six months from the date of appointment or reassignment unless other time extension arrangements have been approved by the Appointing Authority and only if the manager obtained prior authorization from the Appointing Authority before incurring any reimbursable expenses.

Covered Expenses. Reimbursable expenses may include, but are not limited to, the following:

- For a 90 day period, travel expenses as provided in Chapter 13 for the:
 - manager to return to the original work location once each week.
 - manager's spouse to travel between the two locations twice during the period, including mileage, meals, and lodging, not to exceed a total of seven calendar days.
 - manager's family to travel to the new work location at the time the move is made, including meals, mileage and lodging.
- Realtor's fees on the home being sold by the manager or fees required in order to break a lease on the manager's rented domicile.
- The cost of moving and packing household goods, subject to the receipt of bids as required by the Procurement Division of the Department of Administration and to the approval of the Appointing Authority prior to any commitment to a mover to either pack or ship the manager's household goods.
- Documented miscellaneous expenses directly related to the move.
- The cost of moving a house trailer if the trailer is the manager's domicile.

Neither the State of Minnesota nor any of its agencies shall be responsible for the loss or damage to any manager's household goods or personal effects.

Chapter 15. HOUSING

Rental Rates. An Appointing Authority shall not require a manager to pay rent when occupying a State-owned residence as a condition of employment. A manager who is not required by the Appointing Authority to live in a State-owned residence as a condition of employment shall pay the rental rate established by the Commissioner of Administration.

In the event the Appointing Authority requires a manager to vacate a State-owned residence, the manager shall be given at least 60 calendar days in which to find alternate housing.

Utilities and Repairs. The manager shall pay for utilities unless the Appointing Authority requires a manager to maintain an office in the State-owned residence, in which case, the Appointing Authority shall determine and pay a prorated share of the utilities costs related to the operation of the office.

The manager occupying the residence shall be responsible for routine maintenance. Necessary decorating, painting and repairs shall be done by the State at no cost to the manager. The manager shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority working within guidelines of the Department of Administration's Real Estate Management Division. The manager may be held responsible for damage or alteration beyond ordinary wear.

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Chapter 16. WORKERS' COMPENSATION; INJURED-ON-DUTY PAY

Hazardous Occupation Injuries. A manager of the State Corrections or Welfare institutions, the School for the Deaf, the Braille and Sight Saving School, or the Department of Veterans' Affairs who incurs a disabling injury in the ordinary course of employment may be eligible for injured-on-duty pay. Such injury must be the direct result of aggressive, criminal, and/or intentional 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.

In order to be eligible for such pay, a manager shall have been acting in a reasonable and prudent manner in compliance with established policies and procedures of the Appointing Authority when the injury is incurred.

An eligible manager shall receive compensation in an amount equal to the difference between his/her regular rate of pay and benefits paid under workers' compensation. Such injured-on-duty pay shall not exceed an amount equal to 240 times the manager's regular hourly rate of pay per disabling injury, and shall not affect the manager's regular accrued vacation, sick leave, or overtime credits.

Other Job-Related Injuries. A manager incurring an on-the-job injury shall be paid his/her regular rate of pay for the remainder of the scheduled work day without deduction for vacation or sick leave accruals. A manager who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use accumulated vacation or sick leave, or both, during an absence resulting from an injury or illness for which a claim for workers' compensation is made or while an award of benefits is pending. Such leave may be used on the following basis:

- The manager retains the workers' compensation benefit check and receives payments from sick leave and vacation leave accruals in an amount which will total his/her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the manager (M.S. 176.021, subdivision 5); or
- The manager retains the workers' compensation benefit check and takes an unpaid workers' compensation leave during the time s/he is unable to work.
- A manager shall return from workers' compensation leave as provided in Chapter 6 upon appropriate release from workers' compensation status provided the manager is able to perform the work satisfactorily and safely as determined by competent medical authority.

An eligible manager receiving workers' compensation benefits supplemented by vacation and/or sick leave accruals shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, and vacation leave. A manager on unpaid workers' compensation leave does not accrue vacation or sick leave.

APPENDIX A - GLOSSARY

1. "Administrative Procedures" means the Administrative Procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, subdivision 4.
2. "Appointing Authority" means a person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in or to make appointments to positions in the civil service.
3. "Appointment" means the act of filling a civil service position.
4. "Change in Allocation" means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.
5. "Class" means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, that the same tests of fitness may be used to recruit employees, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.
6. "Commissioner" means the Commissioner of Employee Relations unless otherwise specified.
7. "Demotion" means the downward movement of a manager from a position in one class to a position in another class where the second class is assigned to a lower salary range and where the classes are not transferable.
8. "Department" means the Department of Employee Relations unless otherwise specified.
9. "Eligible List" means a list of candidates qualified for appointment to a class as provided in M.S. 43A.10-43A.14.
10. "Employment Condition" means any limitation on full-time, unlimited employment caused by the number of hours of work and the appointment status assigned to an employee. Hours of work may be full-time, part-time, or intermittent. Appointment status may be unlimited, limited temporary, limited emergency, or seasonal.
11. "Full-time Employee" means an employee who is normally scheduled to work an average of 80 hours per pay period.
12. "Initial Entry" means an individual's first appointment to State service.
13. "Initial Probationary Period", part of the examination process, means a working period following unlimited appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. An initial probationary period is the first probationary period served by an employee upon entry to the classified service.

14. "MCAR" means the Minnesota Code of Agency Rules.
15. "M.S." means the Minnesota Statutes.
16. "Pay Period" means the two week period of time beginning on a specified Wednesday and ending on the second Tuesday following, which is used for calculating each employee's wages for that two week period.
17. "Payroll Status" means that an employee is receiving payment for hours worked or for hours on an approved paid leave.
18. "Part-time Employee" means an employee who is normally scheduled to work on a regular and recurring schedule of less than 80 hours in a pay period.
19. "Permanent Status" means the state or condition achieved by an employee in the classified service who has successfully completed an initial probationary period or a probationary period required following reinstatement or reemployment, or whose probationary period is waived through specific statutory direction.
20. "Promotion" means the upward movement of a manager from a position in one class to a position in another class where the second class is assigned to a higher salary range and where the classes are not transferable.
21. "Provisional" means an appointment in accord with M.S. 43A.15, subdivision 4, when there is an urgent reason for filling a vacancy and there are no suitable or available candidates for appointment. Provisional appointments may not last longer than a maximum of 12 months except for persons provisionally appointed to physician positions or other positions requiring licensure or certification.
22. "Reallocation" means a reclassification resulting from significant changes over a period of time in the duties and responsibilities of a position.
23. "Reassignment" means the management-directed movement of an employee between two positions in the same class and agency.
24. "Reclassification" means changing the assignment of a position to a higher, lower, or comparable class.
25. "Reemployment" means appointment from the reemployment list of a current or former permanent or probationary employee laid off, demoted in lieu of layoff, or separated in good standing from a class.
26. "Reinstatement" means the appointment of a former permanent or probationary employee to a class within three years of the employee's separation from the class.
27. "Related Classes" means those classes which are similar in nature and character of work performed and which require similar qualifications.
28. "Temporary Employee" means an employee who is appointed in accord with M.S. 43A.15, subdivision 3, with a definite ending date. A temporary appointment may not exceed a total of 12 months in any 24 month period in any one agency.

29. "Transfer" means the lateral movement of a manager between two positions in the same class or between two positions in different classes where both classes are assigned to the same or comparable salary ranges. This type of transfer may occur within an agency or organizational unit or between two different agencies or organizational units. Reassignment of an employee does not constitute a transfer.
30. "Unlimited" means an appointment or position is ongoing and has no specified duration.

(Refer also to the definitions contained in M.S. 43A.02 or in Personnel Rules 2 MCAR 2.303.)

APPENDIX B - VACATION LEAVE PRORATION SCHEDULE

Length of Service Requirement

<u>No. Hours Worked During Pay Period</u>	<u>0 through 5 years</u>	<u>After 5 through 8 years</u>	<u>After 8 through 10 years</u>	<u>After 10 through 20 years</u>	<u>After 20 through 25 years</u>	<u>After 25 years</u>
Less than 9.5	0	0	0	0	0	0
At least 9.5, but less than 19.5	1.75	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1.50	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	2.25	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	3	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	3.75	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	4.50	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	5.25	6.25	6.75	7	7.50	8
At least 79.5	6	7	7.50	8	8.50	9

APPENDIX C - SICK LEAVE PRORATION 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

APPENDIX D - GROUP LIFE & HEALTH CARE PROGRAM

This Appendix contains a brief description of the benefits provided by each of the carriers. Enrolled employees receive Certificates stating the main provision of each Master Policy under which they have elected coverage.

* * * * *

The program is a well-balanced and comprehensive combination of group term life insurance, hospital-medical and dental benefits for eligible employees. Also, included are optional coverages which the employee may purchase and pay for through payroll deduction. Eligible employees are those who work:

1. At least 40 hours per week for a period of nine months or more in any twelve consecutive months, or
2. At least 30 hours per week for a twelve consecutive month period.

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28 calendar days of employment with the State. An employee must be actively at work on the effective date of coverage. This actively at work requirement also applies to any optional coverages. Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. In no event, will the dependents' coverage become effective before the employee's coverage.

If both spouses work for the State and both are eligible for single coverage, neither spouse may be covered as a dependent by the other (either, but not both, may cover their eligible dependent children and receive the State contribution toward the cost of this coverage.)

Group life insurance is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). The amount of State paid insurance provided will be according to the schedule in the employee's bargaining unit: employees becoming totally and permanently disabled prior to age 70, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until age 70.

Accidental death and dismemberment benefits are included under the life insurance plan. If an employee dies by accident (on or off the job) the life insurance benefit automatically doubles.

You must elect either the fee-for-service plan or one of the health maintenance organizations described on the following pages. Benefits are coordinated with the benefits of other group plans. Eligible employees may select dental coverage under either the Delta Dental Plan of Minnesota, the Group Health Plan, or the Group Health Association of Northeastern Minnesota.

THE
SCHOOL OF
ARTS AND
SCIENCES
UNIVERSITY OF
TORONTO

Employee Group Life &
Health Care Program

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for 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 reside within a designated geographic service area and 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 the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
(In-patient and clinical)	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
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OUT PATIENT EMERGENCY	100% coverage
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PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.
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EYE GLASSES	Available at reduced cost at participating optical stores.
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MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
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OUTPATIENT	20 visits a calendar year, member pays \$10 a visit.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
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OUTPATIENT	Covered under out-patient mental health.
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SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
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OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room.
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DENTAL CARE	Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
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PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	CMGHP provides conversion to a self pay CMGHP membership.
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COORDINATED HEALTH
CARE

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 in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations, immunizations, hearing exams, eye exams, well child care when provided or referred by CHC physician. Allergy testing and treatment covered 100%, shots at \$10 for six months.

100% coverage for routine annual physicals and immunizations, PAP smears, well baby and child care.

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 \$10 a visit at hospital for in or out-of-area emergencies (waived if admitted to hospital.)

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

Member pays \$1 a prescription at participating pharmacies. \$2 at non-participating pharmacies when ordered by Plan, referral or emergency physician.

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

\$15 a day co-payment, maximum confinement 30 days.

100% coverage in semi-private room for 70 days in a calendar year, when under care of Range Mental Health Center.

100% coverage 1st through 5th visits, \$10 co-payment 6th through 25th visits, maximum 25 visits per year. Must be under the direction of CHC physician.

100% coverage for 20 visits per calendar year, when under care of Range Mental Health Center.

Member pays \$15 a day 1st through 30th day, \$25 a day 31st through 73rd day, maximum of 73 days.

100% coverage to benefit limit for 73 days per calendar year when under care of Range Mental Health Center.

1st through 5th visit covered in full, 6th through 25th visit member pays \$10, maximum 25 visits a year.

No limit when under care of Range Mental Health Center.

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.

100% coverage on rental or purchase of durable equipment when prescribed by plan physician.

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.

Emergency physician and Inpatient and Outpatient hospital services covered as in area.

Dental care and dental surgery is excluded except if required by reason of accidental injury to sound natural teeth, excision of tumors, and exostoses.

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

Member may convert to an individual plan. A special package is available to member who leaves metropolitan area. (See certificate)

Full plan level of benefits if in plan service area.

**GROUP HEALTH PLAN
INC.**

HMO 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 in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, and allergy testing, treatment and shots.

100% coverage for routine physicals, well baby care, immunizations and allergy treatment when coordinated by HMOM physician.

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

Member pays \$2.00 a prescription for up to 34 days supply of drugs included in GHP formulary. Pharmacies available in all GHP centers.

Member pays \$2 per prescription at HMOM participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMOM participating prescription centers.

100% coverage by GHP Mental Health Department up to 30 days a contract year.

Member pays 20% a day, up to 73 days a calendar year.

Psychiatric care when provided or referred by GHP staff coverage limited to 20 visits per year at a member cost of \$10 per visit.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

80% in-patient coverage for 73 days while covered and when authorized by GHP medical director.

Member pays 20%, up to 73 days a calendar year.

100% out-patient coverage.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOM physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

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 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.

No restrictions.

100% coverage with exception of non reconstructive congenital anomalies in children over 16.

GHP provides conversion to a non-group HMO membership in GHP.

Individual comprehensive, major medical conversion contract through Blue Cross/Blue Shield of Minnesota.

**MEDCENTER HEALTH
PLAN**

**NICOLLET EITEL HEALTH
PLAN**

MED CENTER and NICOLLET EITEL Plans have merged - see later brochure for specific coverage.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for 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.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

Member pays \$25 a visit, waived if admitted within 24 hours of visit.

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), and purchased at NEHP pharmacy.

\$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.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

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.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

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.

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.

80% coverage for treatment to sound natural teeth, 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.

No restrictions.

No restrictions.

If remaining in service area MCHP provides conversion to non-group HMO membership in MCHP. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

**PHYSICIANS HEALTH
PLAN**

SHARE HEALTH PLAN

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 34 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

Discounts for eye glasses are available through participating optical centers.

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.

Same coverage as above.

80% coverage for emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

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.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident.

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.

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.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for 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 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 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.

Available at a substantial discount through SHARE.

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 \$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.

Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.

No restrictions.

Available through SHARE at same level of benefits for persons residing in the servicing 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. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

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

No deductible. No maximum on
coverages A, B or C.

GROUP HEALTH ASSOCIATION
OF MINNESOTA
See later brochure for specific
coverage.

HOSPITAL SERVICES**BLUE CROSS AND BLUE
SHIELD OF MINNESOTA****GENERAL ADMISSIONS**

Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).

Services from a licensed hospice will be covered whenever available.

*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. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.

**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 is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.

ANESTHESIOLOGY

90% 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 with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.

**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.

Please see separate brochures for information on second opinion surgery and ambulatory program.

SERVICE CENTERS

DULUTH
(218) 722-3371
ST. CLOUD
(612) 253-8300

MANKATO
(507) 345-4406
TWIN CITIES
(612) 456-5090

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

1. Additional Employee Life Insurance may be applied for in amounts of \$1,000 or more up to \$15,000. Employees who have \$15,000 additional life or who bring their total amount of additional life insurance up to \$15,000, may also apply for additional units of \$5,000 each. The maximum additional employee life insurance available is \$105,000.

Accidental Death and Dismemberment — if an employee dies by accident (24 hour coverage) the amount of life insurance doubles.

Employees becoming totally and permanently disabled prior to age 70 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until age 70.

Satisfactory evidence of insurability must be furnished for all amounts of additional employee life insurance. The table of rates per \$1,000 is shown below.*

2. Spouse life insurance may be applied for in an amount not to exceed 50% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below*.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life
Under 30	\$.04	\$.24	45 - 49	\$.17	\$.60
30 - 34	.06	.30	50 - 54	.28	.93
35 - 39	.09	.39	55 - 59	.40	1.29
40 - 44	.13	.51	60 - 64	.68	2.16
			65 - 69	1.25	3.84

ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident -- 8th day sickness -- 26 weeks) -- Requires evidence of insurability if application is made after first 60 days of employment.

Accident and Sickness Indemnity may be applied for by the employee in the amounts as follows* if the monthly benefit does not exceed 66-2/3 of the monthly salary. NOTE: No benefit is payable when eligible for Worker's Compensation benefits.

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

LONG TERM SALARY CONTINUANCE DISABILITY -- Always requires evidence of insurability.

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage -- \$.59 per 2-week pay period. Cost per \$100 of coverage -- \$1.18 per 2-week pay period.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -- Up to \$15,000 of coverage* available without evidence of insurability.

This coverage is available in units of \$5,000. An employee may apply for amounts from \$5,000 to \$100,000 (ages 61-70, \$50,000). It is also available to a spouse in units of \$5,000 to a maximum of \$25,000 (but not more than amount purchased by employee). The rate* for a \$5,000 unit is \$.15 per 2-week pay period.

NOTE: If both husband and wife are employed by the State, they are each eligible to apply for the Optional Life (Minnesota Mutual and Northwestern National) and the Accidental Death and Dismemberment Insurance (St. Paul Life Insurance Company) benefits as employees, but they may not insure each other for the dependent benefits.

* 10/5/83 rates not available at time of this printing.

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, P.A.
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Hoyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Hoyt-Lakes

Group Health Plan, Inc.
Phone: 623-8504

* 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

HMO LOCATIONS

* GROUP HEALTH RIVERSIDE MEDICAL CENTER
606 24th Ave. So., Minneapolis, MN

* GROUP HEALTH SAINT PAUL MEDICAL CENTER
Wabasha & Plato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 96 White Bear Lake, MN

* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Pennock Lane
Apple Valley, 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

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMOM)

HMOM provides medical services through 1600 primary and specialty care physicians at over 225 sites 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 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 Zilla St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS

MERCY MEDICAL CENTER
4050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55441

RIDGEDALE MEDICAL CENTER
13911 Ridgedale Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Highway 7, Minnetonka, MN 55343

HOPKINS MEDICAL CENTER
47 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON MEDICAL CENTER
4200 W. Old Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BLDG.
Suite 206, 825 So. 8th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
4651 Nicols Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Exc. Blvd., St. Louis Park, MN

CLINIC

INVER GROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Inver Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3220 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 N. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 N. Ruth Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2579 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GORMAN CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Nicollet/Eitel Health Plan
Phone: 332-5360

CLINICS

BLOOMINGTON NICOLLET CLINIC
7901 Xerxes Ave. S.
Bloomington, Minnesota

BURNSVILLE NICOLLET CLINIC
38th and Nicollet
Burnsville, Minnesota

EAGAN NICOLLET CLINIC
Cedar Ave. & Cliff Road
Eagan, Minnesota

MINNEAPOLIS NICOLLET CLINIC
Franklin & Blaisdell Avenue
Minneapolis, Minnesota

RIDGEDALE NICOLLET CLINIC
494 & Hwy. 12
Minnetonka, 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 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. 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 936-1200.

Share Health Plan

Phone: 854-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Nicollet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue No., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinwood Lane & 62nd Place, Maple Grove 55441

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

UNITY HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL
6401 France Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

BETHESDA HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue No., Minneapolis, MN

(Insurance Plans)
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APPENDIX E - MANAGERIAL PLAN SALARY RANGE REASSIGNMENTS

<u>Class</u>	<u>Former Range Number</u>	<u>New Range Number</u>
Aeronautics Operations Director	15	16
Application Development Assistant Director	19	20
Application Services Assistant Director	18	19
Application Services Director	21	22
Assistant Commissioner Public Welfare - Income Maintenance	23	25
Assistant Commissioner Public Welfare - Mental Health	23	25
Assistant Commissioner Public Welfare - Social Services	23	25
Assistant Commissioner Public Welfare - Support Services	23	25
Assistant Crime Bureau Superintendent	17	18
Assistant Director/Finance Officer - MSRS	00L	15
Assistant Director Public Service	19	20
Assistant Executive Director - TRA	00L	18
Assistant Executive Secretary - Investment Board	00L	23
Assistant to Executive Director - Investment Board	00L	11
Deputy Commissioner Administration	00L	24
Deputy Commissioner Agriculture	00L	24
Deputy Commissioner Commerce	23	24
Deputy Commissioner Corrections	00L	24
Deputy Commissioner Economic Security	00L	24
Deputy Commissioner Employee Relations	00L	24
Deputy Commissioner Energy & Economic Development	00L	24
Deputy Commissioner Finance	00L	26
Deputy Commissioner Health	00L	24
Deputy Commissioner Human Rights	00L	20
Deputy Commissioner Labor & Industry	00L	24
Deputy Commissioner Natural Resources	00L	24
Deputy Commissioner Public Safety	00L	24
Deputy Commissioner Public Welfare	00L	26
Deputy Commissioner Revenue	00L	24
Deputy Commissioner Transportation	00L	26
Deputy Commissioner Veterans Affairs	00L	20
Deputy Director Housing Finance Agency	00L	24
Deputy Executive Director Pollution Control Agency	00L	24
Deputy Ombudsman for Corrections	00L	13
Director of Admin. Computer Center	17	19
Economic Security Financial Services Director	15	16
EDP Applications Manager	17	18
Employee Assistance Program Director	11	12
Employment Services Info. Systems Director	20	21
Equity Investment Manager	00L	23
Executive Director Council for the Handicapped	14	15
Executive Director Higher Education Facilities Authority	18	19

APPENDIX E (cont.)

<u>Class</u>	<u>Former Range Number</u>	<u>New Range Number</u>
Executive Director Indian Affairs Board	00L	15
Executive Secretary Water Resources Board	10	14
Facilities Management Assistant Director	18	19
Facilities Management Director	21	22
Legal Counsel Labor & Industry	16	18
Long Term Debt Manager	00L	23
Medical Director	27	26
Medical Director - Public Welfare	27	26
Multi-Institution Chief Executive Officer	23	24
Ombudsman for Corrections	00L	15
Pollution Control Assistant Division Director	18	19
Pollution Control Program Administrator	16	17
Portfolio Manager, Senior	00L	20
Public Health Physician 3	27	26
Public Utility Regulation Unit Manager	19	20
Rehabilitation Operations Director	18	20
Revenue Legal Research Program Director	18	19
Short Term Debt Manager	00L	23
State Register Director	13	15
Tourism Marketing Manager	14	13

APPENDIX F
MANAGERIAL PLAN SALARY RANGE ASSIGNMENTS

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APPENDIX F - MANAGERIAL PL SALARY RANGE ASSIGNMENTS

MANAGEMENT PLAN EFFECTIVE 7-1-83

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001923	ACCOUNTING MANAGER	M	13	13	13.42	18.01	28,021	37,605
008879	ADMINISTRATIVE AIDE	M	09	09	11.58	15.57	24,179	32,510
008880	ADMINISTRATIVE ASSISTANT	M	11	11	12.44	16.76	25,975	34,995
008881	ADMIN ASST PRINCIPAL	M	13	13	13.42	18.01	28,021	37,605
002409	ADMINISTRATIVE ASST (ADMIN)	M	17	17	15.57	20.75	32,510	43,326
008358	ADMIN ASST TO THE COMM'R OF INS	M	14	14	13.92	18.66	29,065	38,962
000010	ADMINISTRATIVE MGT DIRECTOR 1	M	13	13	13.42	18.01	28,021	37,605
001346	ADMINISTRATIVE MGT DIRECTOR 2	M	15	15	14.45	19.33	30,172	40,361
001841	ADMINISTRATIVE OFFICER	M	11	11	12.44	16.76	25,975	34,995
002445	ADMIN SYSTEMS DIR (PUB SAFETY)	M	17	17	15.57	20.75	32,510	43,326
001015	AERONAUTICS OPERATIONS DIRECTOR	M	15	16	15.00	20.03	31,320	41,823
000013	AGRIC LAB DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
001569	AGRIC PLANNING & DEVEL DIR	M	15	15	14.45	19.33	30,172	40,361
000017	AGRONOMY SERVICES DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
001633	ANALYTICAL SVCS SECTION CHIEF	M	18	18	16.15	21.50	33,721	44,892
001828	APPEALS EXAMINER CHIEF	M	17	17	15.57	20.75	32,510	43,326
001987	APPLICATION DEVEL ASST DIRECTOR	M	19	20	17.39	23.07	36,310	48,170
001953	APPLICATION SVCS ASST DIRECTOR	M	18	19	16.76	22.27	34,995	46,500
001954	APPLICATION SVCS DIRECTOR	M	21	22	18.66	24.69	38,962	51,553
002062	ASST ADMIN ST SVCS FOR BLIND	M	15	15	14.45	19.33	30,172	40,361
008200	ASST CHIEF HEARINGS EXAMINER	M	21	21	18.01	23.90	37,605	49,903
002051	ASST CHIEF LABOR NEGOTIATOR	M	19	19	16.76	22.27	34,995	46,500
000042	ASST COMM'R ADMINISTRATION	M	23	23	19.33	25.49	40,361	53,223
008313	ASST COMM'R ADMINISTRATION	M	23	23	19.33	25.49	40,361	53,223
008303	ASST COMM'R AGRICULTURE	M	19	19	16.76	22.27	34,995	46,500
001575	ASST COMM'R AGRICULTURE	M	19	19	16.76	22.27	34,995	46,500
008371	ASST COMM'R BANKS	M	19	19	16.76	22.27	34,995	46,500
008372	ASST COMM'R COMMUNITY SERVICES	M	23	23	19.33	25.49	40,361	53,223

MANAGEMENT PLAN EFFECTIVE 7-1-83

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
008317	ASST COMMR CORR COMM SVCS	M	23	23	19.33	25.49	40,361	53,223
008318	ASST COMMR CORR JUVENILE SVCS	M	15	15	14.45	19.33	30,172	40,361
008316	ASST COMMR CORR POLICY & PLNG	M	23	23	19.33	25.49	40,361	53,223
008853	ASST COMMR ECON SEC-ADMIN	M	23	23	19.33	25.49	40,361	53,223
008850	ASST COMMR ECON SEC-EMPL & TRNG	M	23	23	19.33	25.49	40,361	53,223
008365	ASST COMMR ECON SEC-TRNG & COMM	M	23	23	19.33	25.49	40,361	53,223
008851	ASST COMMR ECON SEC-UNEMPL COMP	M	23	23	19.33	25.49	40,361	53,223
008852	ASST COMMR ECON SEC-VOC REHAB	M	23	23	19.33	25.49	40,361	53,223
008328	ASST COMMR EDUC INSTRUCTION	M	23	23	19.33	25.49	40,361	53,223
001488	ASST COMMR EDUC SCHOOL MGT SVCS	M	23	23	19.33	25.49	40,361	53,223
000936	ASST COMMR EDUC SPECIAL SVCS	M	23	23	19.33	25.49	40,361	53,223
008329	ASST COMMR EDUC VOC TECH	M	23	23	19.33	25.49	40,361	53,223
008322	ASST COMMR EMPLOYEE RELATIONS	M	22	22	18.66	24.69	38,962	51,553
008366	ASST COMMR ENERGY PLNG & DEV	M	23	23	19.33	25.49	40,361	53,223
008333	ASST COMMR FINANCE	M	23	23	19.33	25.49	40,361	53,223
002021	ASST COMMR FINANCE BUDGET SVCS	M	23	23	19.33	25.49	40,361	53,223
008332	ASST COMMR FINANCE FIN OPNS	M	23	23	19.33	25.49	40,361	53,223
008360	ASST COMMR HEALTH ADMIN	M	23	23	19.33	25.49	40,361	53,223
001369	ASST COMMR HEALTH PROGRAMS	M	23	23	19.33	25.49	40,361	53,223
008356	ASST COMMR HUMAN RESOURCES	M	23	23	19.33	25.49	40,361	53,223
008847	ASST COMMR HUMAN RTS-ENFORC DIV	M	13	13	13.42	18.01	28,021	37,405
000054	ASST COMMR INSURANCE	M	17	17	15.57	20.75	32,510	43,326
008370	ASST COMMR INSURANCE	M	17	17	15.57	20.75	32,510	43,326
008841	ASST COMMR NAT & INDUSTRY	M	19	19	16.73	22.27	34,995	46,500
008301	ASST COMMR NAT RES ADMIN	M	23	23	19.33	25.49	40,361	53,223
008302	ASST COMMR NAT RES PLANNING	M	19	19	16.76	22.27	34,995	46,500
008348	ASST COMMR NAT RES PLAN & RES	M	23	23	19.33	25.49	40,361	53,223

MANAGEMENT PLAN EFFECTIVE 7-1-83.

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
008865	ASST COMMREGULATION	M	19	19	16.76	22.27	34,995	46,500
008330	ASST COMMREGULICENSING	M	23	23	19.33	25.49	40,361	53,223
008345	ASST COMMREGULMGT SVCS	M	23	23	19.33	25.49	40,361	53,223
008331	ASST COMMREGUL SAF INV&L E	M	23	23	19.33	25.49	40,361	53,223
008323	ASST COMMREGUL INCOME MICE	M	23	25	20.75	27.09	43,326	56,564
008324	ASST COMMREGUL PUB WEL SOC SVCS	M	23	25	20.75	27.09	43,326	56,564
008325	ASST COMMREGUL PUB WEL SOC SVCS	M	23	25	20.75	27.09	43,326	56,564
008351	ASST COMMREGUL PUB WEL SUPPORT SVCS	M	23	25	20.75	27.09	43,326	56,564
008834	ASST COMMREGUL REVENUE	M	23	23	19.33	25.49	40,361	53,223
008353	ASST COMMREGUL REVENUE (ADMIN)	M	24	24	20.03	26.29	41,823	54,894
008404	ASST COMMREGUL TOURISM (EPD)	M	17	17	15.57	20.75	32,510	43,326
008339	ASST COMMREGUL TRANS ADMINISTRATION	M	23	23	19.33	25.49	40,361	53,223
008341	ASST COMMREGUL TRANS AERONAUTICS	M	22	22	18.66	24.69	38,962	51,553
008337	ASST COMMREGUL TRANS FIELD OPNS	M	25	25	20.75	27.09	43,326	56,564
008342	ASST COMMREGUL TRANS GOV & COMM REL	M	20	20	17.39	23.07	36,310	48,170
008359	ASST COMMREGUL TRANS PLANNING	M	23	23	19.33	25.49	40,361	53,223
008340	ASST COMMREGUL TRANS PUBLIC TRANS	M	22	22	18.66	24.69	38,962	51,553
008338	ASST COMMREGUL TRANS TECH SUP SVCS	M	24	24	20.03	26.29	41,823	54,894
000060	ASST CRIME BUREAU SUPT	M	17	18	16.15	21.50	33,721	44,892
001454	ASST DIR COUNC FOR HANDICAPPED	M	13	13	13.42	18.01	28,021	37,605
008349	ASST DIRECTOR CCPB (ADMIN)	M	17	17	15.57	20.75	32,510	43,326
008309	ASST DIR/FINANCE OFFICER-MSRS	M	00	15	14.45	19.33	30,172	40,361
001690	ASST DIRECTOR INDIAN AFFAIRS	M	11	11	12.44	16.76	25,975	34,995
008867	ASST DIRECTOR PUBLIC SERVICE	M	19	20	17.39	23.07	36,310	48,170
008375	ASST DIR SPA/ENVIRONMENTAL	M	23	23	19.33	25.49	40,361	53,223
008374	ASST DIR SPA/HUMAN SERVICES	M	23	23	19.33	25.49	40,361	53,223
008373	ASST DIR SPA/INTERGOVERNMENTAL	M	23	23	19.33	25.49	40,361	53,223
001652	ASST DIR STATE ARTS BOARD	M	13	13	13.42	18.01	28,021	37,605

MANAGEMENT PLAN EFFECTIVE 7-1-83

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001916	ASST DIR ST RETIREMENT SYSTEM	M	15	15	14.45	19.33	30,172	40,361
002338	ASST DIVISION DIR FOR HIGHWAYS	M	22	22	18.66	24.69	38,962	51,553
001762	ASST EXEC DIR MN ENVIR QUAL BD	M	17	17	15.57	20.75	32,510	43,326
008310	ASST EXEC DIR POLLUTION CONTROL	M	21	21	18.01	23.90	37,605	49,903
002089	ASST EXEC DIR SOIL & WAT CON BD	M	11	11	12.44	16.76	25,975	34,995
001049	ASST EXECUTIVE DIRECTOR TRA	M	15	15	14.45	19.33	30,172	40,361
008364	ASST EXECUTIVE DIRECTOR TRA	M	00	18	16.15	21.50	33,721	44,892
001666	ASST EXEC SEC ELECTRICITY BD	M	12	12	12.93	17.39	26,998	36,310
008307	ASST EXEC SEC INVESTMENT BD	M	00	23	19.33	25.49	40,361	53,223
001538	ASST EXECUTIVE SEC MUNICIPAL BD	M	13	13	13.42	18.01	28,021	37,605
000072	ASST INSTITUTION ADMINISTRATOR	M	15	15	14.45	19.33	30,172	40,361
001406	ASST STATE NEGOTIATOR	M	17	17	15.57	20.75	32,510	43,326
008830	ASSISTANT TO COMMISSIONER	M	15	15	14.45	19.33	30,172	40,361
008823	ASST TO COMMR AGRICULTURE	M	09	09	11.58	15.57	24,179	32,510
001473	ASST TO COMMR CORRECTIONS	M	15	15	14.45	19.33	30,172	40,361
008832	ASST TO COMMR (EPD)	M	07	07	10.74	14.45	22,425	30,172
008831	ASST TO COMMR HEALTH	M	11	11	12.44	16.76	25,975	34,995
008873	ASST TO COMMR HUMAN RIGHTS	M	07	07	10.74	14.45	22,425	30,172
002412	ASST TO COMMR LABOR & INDUSTRY	M	12	12	12.93	17.39	26,998	36,310
008827	ASST TO COMMR NAT RES SPEC PROJ	M	11	11	12.44	16.76	25,975	34,995
008829	ASST TO COMMR PUBLIC SAFETY	M	14	14	13.92	18.66	29,065	38,962
008367	ASST TO COMMR TRANSPORTATION	M	09	09	11.58	15.57	24,179	32,510
008368	ASST TO EXECUTIVE DIR (INV BD)	M	00	11	12.44	16.76	25,975	34,995
002492	ASST TO WARDEN	M	11	11	12.44	16.76	25,975	34,995
001805	ASSOC COMMR EDUC INTER/DISSEM	M	21	21	18.01	23.90	37,605	49,903
008369	ASSOC COMMR EDUC INTER/DISSEM	M	21	21	18.01	23.90	37,605	49,903
008452	ASSOC DIR VISTOR PROGRAMS MZG	M	17	17	15.57	20.75	32,510	43,326

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CLASS CODE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
008304 ASSOC DIR ZOO BD ANIMAL&PL SCI	M	19	19	16.76	22.27	34,995	46,500
000091 ASSOCIATE WARDEN	M	17	17	15.57	20.75	32,510	43,326
000093 ATTORNEY 4	M	18	18	16.15	21.50	33,721	44,892
000156 BOILER INSPECTOR CHIEF	M	15	15	14.45	19.33	30,172	40,361
001092 BUILDING CODE ASST DIRECTOR	M	17	17	15.57	20.75	32,510	43,326
000137 BUS & TRUCK DIVISION DIRECTOR	M	13	13	13.42	18.01	28,021	37,605
002322 BUSINESS DEVELOPMENT DIR	M	18	18	16.15	21.50	33,721	44,892
002320 BUSINESS LICENSES & INFO DIR	M	13	13	13.42	18.01	28,021	37,605
000139 BUSINESS MANAGER 2	M	13	13	13.42	18.01	28,021	37,605
002323 BUSINESS SERVICES PROGRAM MGR	M	14	14	13.92	18.66	29,065	38,962
001491 CENTRAL PAYROLL DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
008846 CHAIRMAN WATER PLANNING BD	M	19	19	16.76	22.27	34,995	46,500
001579 CHIEF ATTORNEY WORKERS' COMP	M	21	21	18.01	23.90	37,605	49,903
000161 CHIEF MINING ENGINEER	M	21	21	18.01	23.90	37,605	49,903
000836 CHIEF OF HEALTH PLANNING	M	22	22	18.66	24.69	38,962	51,553
002472 CHILD SUPPORT ENFORCEMENT DIR	M	15	15	14.45	19.33	30,172	40,361
008476 CLASS & COMP MANAGER	M	19	19	16.76	22.27	34,995	46,500
002511 CLINICAL SERVICES DIRECTOR	M	18	18	16.15	21.50	33,721	44,892
000957 COLLEGE MANAGEMENT OFFICER	M	17	17	15.57	20.75	32,510	43,326
001969 COMMUNITY COLLEGE BUSI OFFICER	M	09	09	11.58	15.57	24,179	32,510
001818 COMMUNITY SVCS SUPPORT DIR-CORR	M	13	13	13.42	18.01	28,021	37,605
002274 COMPENSATION MANAGER	M	17	17	15.57	20.75	32,510	43,326
008856 CONSUMER ADVOCACY DIR-ECON SEC	M	13	13	13.42	18.01	28,021	37,605
001814 CONSUMER UTIL ADVOCACY UNIT MGR	M	15	15	14.45	19.33	30,172	40,361
001983 CORRECTIONAL INST PROG DIRECTOR	M	13	13	13.42	18.01	28,021	37,605
001626 CORRECTIONS ADMINISTRATIVE DIR	M	17	17	15.57	20.75	32,510	43,326
000492 CORRECTIONS COMM SVC REG DIR	M	15	15	14.45	19.33	30,172	40,361

MANAGEMENT PLAN EFFECTIVE 7-1-83

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000110	CORRECTIONS EDUCATION COORD	M	17	17	15.57	20.75	32,510	43,326
000210	CORRECTIONS FAC ASST SUPT	M	11	11	12.44	16.76	25,975	34,995
001627	CORRECTIONS INDUSTRIES COORD	M	15	15	14.45	19.33	30,172	40,361
002259	CORRECTIONS JUVENILE PROG DIR	M	11	11	12.44	16.76	25,975	34,995
001605	DAIRY INSPECTION DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
001580	DAIRY UNFAIR TRADE DIR	M	15	15	14.45	19.33	30,172	40,361
002486	DEAF SERVICES PROGRAM MANAGER	M	16	16	15.00	20.03	31,320	41,823
002022	DEBT MANAGEMENT DIRECTOR	M	17	17	15.57	20.75	32,510	43,326
001503	DEMOGRAPHER STATE	M	17	17	15.57	20.75	32,510	43,326
008212	DEPUTY COMMR ADMINISTRATION	M	00	24	20.03	26.29	41,823	54,894
008205	DEPUTY COMMR AGRICULTURE	M	00	24	20.03	26.29	41,823	54,894
008229	DEPUTY COMMR COMMERCE	M	23	24	20.03	26.29	41,823	54,894
008206	DEPUTY COMMR CORRECTIONS	M	00	24	20.03	26.29	41,823	54,894
008857	DEPUTY COMMR ECON SECURITY	M	00	24	20.03	26.29	41,823	54,894
008225	DEPUTY COMMR EDUCATION	M	00	26	21.50	27.78	44,892	58,005
008215	DEPUTY COMMR EMPLOYEE RELATIONS	M	00	24	20.03	26.29	41,823	54,894
008228	DEPUTY COMMR ENERGY & ECON DEV	M	00	24	20.03	26.29	41,823	54,894
008213	DEPUTY COMMR FINANCE	M	00	26	21.50	27.78	44,892	58,005
008227	DEPUTY COMMR EMPLOYMENT	M	00	24	20.03	26.29	41,823	54,894
008210	DEPUTY COMMR HUMAN RIGHTS	M	00	20	17.39	23.37	36,310	48,170
008211	DEPUTY COMMR INDUSTRY, TRADE & REHAB	M	00	00				
008214	DEPUTY COMMR MINING & INDUSTRY	M	00	24	20.03	26.29	41,823	54,894
008203	DEPUTY COMMR NATURAL RESOURCES	M	00	24	20.03	26.29	41,823	54,894
008209	DEPUTY COMMR PUBLIC SAFETY	M	00	24	20.03	26.29	41,823	54,894
008216	DEPUTY COMMR PUBLIC WELFARE	M	00	26	21.50	27.78	44,892	58,005
008221	DEPUTY COMMR REVENUE	M	00	24	20.03	26.29	41,823	54,894
008224	DEPUTY COMMR TRANSPORTATION	M	00	26	21.50	27.78	44,892	58,005

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CLASS CODE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
008222 DEPUTY DIR COMM AFFAIRS	M	00	20	17.39	23.07	36,310	48,170
008864 DEPUTY DIR COMM AFFAIRS	M	00	24	20.03	26.29	41,823	54,894
008201 DEPUTY DIR ST PLANNING AGENCY	M	24	24	20.03	26.29	41,823	54,894
008217 DEP EXEC DIR POLLUTION CONTROL	M	00	24	20.03	26.29	41,823	54,894
008219 DEP OMBUDSMAN FUTURE DIRECTIONS	M	00	13	13.42	18.01	28,021	37,605
000395 DETENTION PROGRAM MANAGER	M	13	13	13.42	18.01	28,021	37,605
002304 DEVELOPMENTAL RESOURCES DIR	M	13	13	13.42	18.01	28,021	37,605
008421 DIR EMERGENCY SERVICES	M	18	18	16.15	21.50	33,721	44,892
008410 DIR ENFORCE & FED SERV-NAT RES	M	21	21	18.01	23.90	37,605	49,903
008400 DIR EQUAL BUSINESS OPPTY DIV	M	11	11	12.44	16.76	25,975	34,995
008423 DIRECTOR EQUAL OPPORTUNITY	M	19	19	16.76	22.27	34,995	46,500
008883 DIR EXPORT INFORMATION OFFICE	M	17	17	15.57	20.75	32,510	43,326
008403 DIR FINANCE-ECON DEVEL	M	13	13	13.42	18.01	28,021	37,605
008456 DIRECTOR LABOR FORCE REDUCTION	M	15	15	14.45	19.33	30,172	40,361
008412 DIR LANDS & FORESTRY (NAT RES)	M	21	21	18.01	23.90	37,605	49,903
008428 DIR LIQUOR CONTROL	M	17	17	15.57	20.75	32,510	43,326
002340 DIR LONG TERM CARE RATES	M	13	13	13.42	18.01	28,021	37,605
002091 DIR OF ADMIN COMPUTER CENTER	M	17	19	16.76	22.27	34,995	46,500
002413 DIR OF ALCOH & DRUG ABUSE PROG	M	21	21	18.01	23.90	37,605	49,903
001914 DIR OF BUILDING CONSTRUCTION	M	20	20	17.39	23.07	36,310	48,170
008346 DIR OF DRIVER & VEHICLE SVCS	M	19	19	16.76	22.27	34,995	46,500
008451 DIRECTOR OF MANAGEMENT ANALYSIS	M	19	19	16.76	22.27	34,995	46,500
008818 DIR OF REGULATORY & LEG SVCS	M	15	15	14.45	19.33	30,172	40,361
002315 DIRECTOR OF STATE AIDS	M	17	17	15.57	20.75	32,510	43,326
008480 DIR OF TAX & CREDIT ANALYSIS	M	19	19	16.76	22.27	34,995	46,500
002514 DIR OFFICE OF BUDGET & MGMT	M	20	20	17.39	23.07	36,310	48,170
001919 DIR OFFICE OF CONTRACT MGMT	M	15	15	14.45	19.33	30,172	40,361

MANAGEMENT PLAN EFFECTIVE 7-1-83.

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
008413	DIR PARK & RECREATION (NAT RES)	M	21	21	18.01	23.90	37,605	49,903
008849	DIR PLAN RES & EVAL HOUS FIN	M	17	17	15.57	20.75	32,510	43,326
002408	DIR ST EMPLOYEES SUG BD (ADMIN)	M	11	11	12.44	16.76	25,975	34,995
008414	DIR WATERS (NAT RES)	M	21	21	18.01	23.90	37,605	49,903
008411	DIR WILDLIFE & FISH (NAT RES)	M	21	21	18.01	23.90	37,605	49,903
001405	DRIVER & VEHICLE SVC ASST DIR	M	12	12	12.93	17.39	26,998	36,310
001784	ECONOMIC OPPTY PROGRAM DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
002066	SECURITY ADMIN SVCS DIR	M	11	11	12.44	16.76	25,975	34,995
002161	COORD DIR	M	11	11	12.44	16.76	25,975	34,995
001300	LOWEAL DIRECTOR	M	18	18	16.15	21.50	33,721	44,892
002380	ECONOMIC SECURITY RESEARCH DIR	M	15	16	15.00	20.03	31,320	41,823
001998	ECONOMIC SECURITY DIR	M	17	17	15.57	20.75	32,510	43,326
002144	EDP APPLICATIONS MGR	M	17	18	16.15	21.50	33,721	44,892
000261	EDUCATION SPECIALIST	M	19	19	16.76	22.27	34,995	46,500
002046	EDUC SYSTEMS & INFO SERV DIR	M	19	19	16.76	22.27	34,995	46,500
000855	ELECTRONIC COMMUNICATIONS MGR	M	18	18	16.15	21.50	33,721	44,892
008478	EMERGE RESEARCH PROG DIR	M	19	19	16.76	22.27	34,995	46,500
000231	EMERGENCY MANAGEMENT DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
002032	EMERGENCY MANAGEMENT PROGRAM DIR	M	11	12	12.93	17.39	26,998	36,310
000949	MANAGER	M	17	17	15.57	20.75	32,510	43,326
001787	EMPL & TRNG MGMT DIR	M	19	19	16.76	22.27	34,995	46,500
001759	EMPL SVCS ADMINST. DIRECTOR	M	20	21	18.01	23.90	37,605	49,903
001906	ENERGY ACCT ASST DIR ALT ENERGY	M	18	18	16.15	21.50	33,721	44,892
001819	ENERGY ACCT ASST DIR SERV	M	19	19	16.76	22.27	34,995	46,500
0002487	ENERGY ASSISTANCE PROG DIR	M	13	13	13.42	18.01	28,021	37,605
002501	ENERGY INFO & COMM SERVICES DIR	M	16	16	15.00	20.03	31,320	41,823
008843	ENERGY RESEARCH DIRECTOR	M	18	18	16.15	21.50	33,721	44,892

MANAGEMENT PLAN EFFECTIVE 7-1-83

CLASS CODE	TITLE	SERIES	RANGE	ASSGT OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002519	TOURISM ASSISTANT DIRECTOR	M	17	17	17	15.57	20.75	32,510	43,326
002518	TOURISM COMMUNICATIONS MANAGER	M	11	11	11	12.44	16.76	25,975	34,995
002324	TOURISM MARKETING MANAGER	M	14	13	13	13.42	18.01	28,021	37,605
002325	TOURISM TRAVEL INFORMATION MGR	M	11	11	11	12.44	16.76	25,975	34,995
001535	TRAFFIC SAFETY DIRECTOR	M	13	13	13	13.42	18.01	28,021	37,605
002073	TRAINING & COMM SVCS DIST MGR	M	13	13	13	13.42	18.01	28,021	37,605
000727	TRAINING & DEVELOPMENT MANAGER	M	17	17	17	15.57	20.75	32,510	43,326
001702	TRANSIT PROGRAM DIRECTOR	M	15	15	15	14.45	19.33	30,172	40,361
001694	TRANSPORTATION AUDIT DIRECTOR	M	15	15	15	14.45	19.33	30,172	40,361
002477	TRANSPORTATION BUSINESS MGR	M	11	11	11	12.44	16.76	25,975	34,995
000349	TRANSPORTATION BUDGET DIRECTOR	M	15	15	15	14.45	19.33	30,172	40,361
000937	TRANSPORT ENVIRONMENTAL SVC DIR	M	18	18	18	16.15	21.50	33,721	44,822
001583	TRANSPORTATION FINANCE MANAGER	M	15	15	15	14.45	19.33	30,172	40,361
001957	TRANSPORT FIN MGMT DIRECTOR	M	19	19	19	16.76	22.27	34,995	46,500
001701	TRANSPORTATION FIN SUP SVCS DIR	M	17	17	17	15.57	20.75	32,510	43,326
001688	TRANSPORTATION MGT ANALYSIS DIR	M	17	17	17	15.57	20.75	32,510	43,326
001732	TRANSPORTATION PLANNING MANAGER	M	17	17	17	15.57	20.75	32,510	43,326
001679	TRANSPORTATION PLANNING OFF DIR	M	19	19	19	16.76	22.27	34,995	46,500
0001600	TRANSPORTATION POLICY DIR	M	20	20	20	17.39	23.07	36,310	48,470
0001700	TRANSPORTATION RATES & REG DIR	M	15	15	15	14.45	19.33	30,172	40,361
0002229	TRANSPORTATION RESEARCH MGR	M	15	15	15	14.45	19.33	30,172	40,361
002275	TRANSP SYSTEMS & ANALYSIS DIR	M	17	17	17	15.57	20.75	32,510	43,326
0001798	TRANSPORT SYST & INFO SVCS DIR	M	19	19	19	16.76	22.27	34,995	46,500
002306	TRANSPORTATION TRAINING MANAGER	M	13	13	13	13.42	18.01	28,021	37,605
000923	TRANSPORTATION VALUATION MGR	M	16	16	16	15.00	20.03	31,320	41,823
002404	UNEMP INSURANCE APPEALS DIR	M	21	21	21	18.01	23.90	37,605	49,903
002164	UNEMP INSURANCE BENEFIT DIR	M	21	21	21	18.01	23.90	37,605	49,903

MANAGEMENT PLAN EFFECTIVE 7-1-83.

CLASS CODE	TITLE	SERIES	RANGE OLD	ASSGT NEW	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002405	UNEMP INSUR COMM'R'S APPEALS DIR	M	19	19	16.76	22.27	34,995	46,500
002165	UNEMP INSURANCE DIST MGR	M	15	15	14.45	19.33	30,172	40,361
002166	UNEMP INSURANCE FIELD AUDIT DIR	M	15	15	14.45	19.33	30,172	40,361
002167	UNEMP INSURANCE INVEST DIR	M	13	13	13.42	18.01	28,021	37,605
002168	UNEMP INSURANCE SECTION DIR	M	15	15	14.45	19.33	30,172	40,361
002169	UNEMP INSURANCE TAX DIR	M	19	19	16.76	22.27	34,995	46,500
008179	VETERANS HOME ADMINISTRATOR	M	20	20	17.39	23.07	36,310	48,170
001829	VETERANS HOME ASSISTANT ADMIN	M	15	15	14.45	19.33	30,172	40,361
008505	WARDEN	M	22	22	18.66	24.69	38,962	51,553
008461	WASTE MANAGEMENT STAFF DIRECTOR	M	21	21	18.01	23.90	37,605	49,903
000757	WEIGHTS & MEASURES DIV DIRECTOR	M	15	15	14.45	19.33	30,172	40,361
002042	WELFARE AUDITS MANAGER	M	15	15	14.45	19.33	30,172	40,361
001660	WELFARE FINANCIAL DIR	M	19	19	16.76	22.27	34,995	46,500
001419	WELFARE PROGRAM DIRECTOR	M	17	17	15.57	20.75	32,510	43,326
001625	WELFARE RESIDENTIAL FAC MGR	M	17	17	15.57	20.75	32,510	43,326
002468	WELFARE STRATEGIC PLCY ANALYST	M	11	11	12.44	16.76	25,975	34,995
008586	WELFARE STRATEGIC PLCY ANALYST	M	11	11	12.44	16.76	25,975	34,995
002363	WRKS' COMP BENEFIT FUND DIR	M	13	13	13.42	18.01	28,021	37,605
002454	WORKERS' COMP REHAB MANAGER	M	15	15	14.45	19.33	30,172	40,361
000771	YOUTH CAMP SUPERINTENDENT	M	15	15	14.45	19.33	30,172	40,361

Q187 NOT A RESPONSE TO THE QUESTION - NO ANSWER

APPENDIX G - MANAGERIAL COMPENSATION GRID

Effective July 1, 1983

Range Number	FY 84 Hourly Minimum	FY 84 Hourly Midpoint	FY 84 Hourly Maximum	FY 84 Annual Minimum	FY 84 Annual Midpoint	FY 84 Annual Maximum
7	10.74	13.60	14.45	22,425	26,309	30,172
8	11.15	13.08	15.00	23,281	27,311	31,320
9	11.58	13.58	15.57	24,179	28,355	32,510
10	12.01	14.08	16.15	25,077	29,399	33,721
11	12.44	14.60	16.76	25,975	30,485	34,995
12	12.93	15.16	17.39	26,998	31,654	36,310
13	13.42	15.72	18.01	28,021	32,823	37,605
14	13.92	16.29	18.66	29,065	34,014	38,962
15	14.45	16.89	19.33	30,172	35,266	40,361
16	15.00	17.52	20.03	31,320	36,582	41,823
17	15.57	18.16	20.75	32,510	37,918	43,326
18	16.15	18.83	21.50	33,721	39,317	44,892
19	16.76	19.52	22.27	34,995	40,758	46,500
20	17.39	20.23	23.07	36,310	42,240	48,170
21	18.01	20.96	23.90	37,605	43,764	49,903
22	18.66	21.68	24.69	38,962	45,268	51,553
23	19.33	22.41	25.49	40,361	46,792	53,223
24	20.03	23.16	26.29	41,823	48,358	54,894
25	20.75	23.92	27.09	43,326	49,945	56,564
26	21.50	24.64	27.78	44,892	51,548	58,005

NOTE: These ranges match the MMA ranges. Add 8 to these range numbers to identify the comparable MMA range numbers, e.g., Range 7 + 8 MMA range 15.

APPENDIX H - MANAGERIAL COMPENSATION GRID

Effective July 1, 1984

Range Number	FY 85 Hourly Minimum	FY 85 Hourly Midpoint	FY 85 Hourly Maximum	FY 85 Annual Minimum	FY 85 Annual Midpoint	FY 85 Annual Maximum
7	11.22	13.16	15.10	23,427	27,478	31,529
8	11.65	13.67	15.68	24,325	28,543	32,740
9	12.10	14.19	16.27	25,265	29,629	33,972
10	12.55	14.72	16.88	26,204	30,735	35,245
11	13.00	15.26	17.51	27,144	31,863	36,561
12	13.51	15.84	18.17	28,209	33,074	37,939
13	14.02	16.42	18.82	29,274	34,285	39,296
14	14.55	17.03	19.50	30,380	35,559	40,716
15	15.10	17.65	20.20	31,529	36,853	42,178
16	15.68	18.31	20.93	32,740	38,231	43,702
17	16.27	18.98	21.68	33,972	39,630	45,268
18	16.88	19.68	22.47	35,245	41,092	46,917
19	17.51	20.39	23.27	36,561	42,574	48,588
20	18.17	21.14	24.11	37,939	44,140	50,342
21	18.82	21.90	24.98	39,296	45,727	52,158
22	19.50	22.65	25.80	40,716	47,293	53,870
23	20.20	23.42	26.64	42,178	48,901	55,624
24	20.93	24.20	27.47	43,702	50,530	57,357
25	21.68	25.00	28.31	45,268	52,200	59,111
26	22.47	25.75	29.03	46,917	53,765	60,615