

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	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

The employee shall receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) calendar day advance notice if staffing needs permit. The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority. Floating 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

FOR THE EMPLOYER

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Michael Haney  
President  
Minnesota Association of  
Professional Employees

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Nina Rothchild  
Commissioner of Employee Relations

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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 Each Community College and the System Office (including Computer Center)
Corrections	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 Statewide
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

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

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

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

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

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

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

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

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

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

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

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

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

100% 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.
<u>PHYSICIANS' SERVICES</u>	
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.
<u>MISCELLANEOUS</u>	
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.
<u>SERVICE CENTERS</u>	
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.

HMO LOCATIONS

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

\* 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 Penncock 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., Mirmetonka, 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)

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**

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 - Reason: \_\_\_\_\_

**Unit 214 Minnesota Association of Professional Employees**  
**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	1	YR	15,952	16,537	17,205	17,790	18,395	18,959	19,606	20,254	20,964	21,673	1
		MO	1329	1378	1434	1482	1533	1580	1634	1688	1747	1806	
		HR	7.64	7.92	8.24	8.52	8.81	9.08	9.39	9.70	10.04	10.38	
A	2	YR	16,537	17,205	17,790	18,395	18,959	19,606	20,254	20,964	21,673	22,425	2
		MO	1378	1434	1482	1533	1580	1634	1688	1747	1806	1869	
		HR	7.92	8.24	8.52	8.81	9.08	9.39	9.70	10.04	10.38	10.74	
A	3	YR	17,205	17,790	18,395	18,959	19,606	20,254	20,964	21,673	22,425	23,219	3
		MO	1434	1482	1533	1580	1634	1688	1747	1806	1869	1935	
		HR	8.24	8.52	8.81	9.08	9.39	9.70	10.04	10.38	10.74	11.12	
A	4	YR	17,790	18,395	18,959	19,606	20,254	20,964	21,673	22,425	23,219	24,012	4
		MO	1482	1533	1580	1634	1688	1747	1806	1869	1935	2001	
		HR	8.52	8.81	9.08	9.39	9.70	10.04	10.38	10.74	11.12	11.50	
A	5	YR	18,395	18,959	19,606	20,254	20,964	21,673	22,425	23,219	24,012	24,868	5
		MO	1533	1580	1634	1688	1747	1806	1869	1935	2001	2072	
		HR	8.81	9.08	9.39	9.70	10.04	10.38	10.74	11.12	11.50	11.91	
A	6	YR	18,959	19,606	20,254	20,964	21,673	22,425	23,219	24,012	24,868	25,766	6
		MO	1580	1634	1688	1747	1806	1869	1935	2001	2072	2147	
		HR	9.08	9.39	9.70	10.04	10.38	10.74	11.12	11.50	11.91	12.34	
A	7	YR	19,606	20,254	20,964	21,673	22,425	23,219	24,012	24,868	25,766	26,726	7
		MO	1634	1688	1747	1806	1869	1935	2001	2072	2147	2227	
		HR	9.39	9.70	10.04	10.38	10.74	11.12	11.50	11.91	12.34	12.80	
A	8	YR	20,254	20,964	21,673	22,425	23,219	24,012	24,868	25,766	26,726	27,666	8
		MO	1688	1747	1806	1869	1935	2001	2072	2147	2227	2306	
		HR	9.70	10.04	10.38	10.74	11.12	11.50	11.91	12.34	12.80	13.25	
A	9	YR	20,964	21,673	22,425	23,219	24,012	24,868	25,766	26,726	27,666	28,668	9
		MO	1747	1806	1869	1935	2001	2072	2147	2227	2306	2389	
		HR	10.04	10.38	10.74	11.12	11.50	11.91	12.34	12.80	13.25	13.73	
A	10	YR	21,673	22,425	23,219	24,012	24,868	25,766	26,726	27,666	28,668	29,733	10
		MO	1806	1869	1935	2001	2072	2147	2227	2306	2389	2478	
		HR	10.38	10.74	11.12	11.50	11.91	12.34	12.80	13.25	13.73	14.24	
A	11	YR	22,425	23,219	24,012	24,868	25,766	26,726	27,666	28,668	29,733	30,798	11
		MO	1869	1935	2001	2072	2147	2227	2306	2389	2478	2567	
		HR	10.74	11.12	11.50	11.91	12.34	12.80	13.25	13.73	14.24	14.75	
A	12	YR	23,219	24,012	24,868	25,766	26,726	27,666	28,668	29,733	30,798	31,926	12
		MO	1935	2001	2072	2147	2227	2306	2389	2478	2567	2660	
		HR	11.12	11.50	11.91	12.34	12.80	13.25	13.73	14.24	14.75	15.29	
A	13	YR	24,012	24,868	25,766	26,726	27,666	28,668	29,733	30,798	31,926	33,074	13
		MO	2001	2072	2147	2227	2306	2389	2478	2567	2660	2756	
		HR	11.50	11.91	12.34	12.80	13.25	13.73	14.24	14.75	15.29	15.84	
A	14	YR	24,868	25,766	26,726	27,666	28,668	29,733	30,798	31,926	33,074	34,264	14
		MO	2072	2147	2227	2306	2389	2478	2567	2660	2756	2855	
		HR	11.91	12.34	12.80	13.25	13.73	14.24	14.75	15.29	15.84	16.41	
A	15	YR	25,766	26,726	27,666	28,668	29,733	30,798	31,926	33,074	34,264	35,600	15
		MO	2147	2227	2306	2389	2478	2567	2660	2756	2855	2967	
		HR	12.34	12.80	13.25	13.73	14.24	14.75	15.29	15.84	16.41	17.05	

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



Unit 214 Minnesota Association of Professional Employees  
 Series A Ranges 1-30  
 Effective 7/25/84-6/30/85

Comp Code		A	B	C	D	E	F	G	H	I	J		
Step		01	02	03	04	05	06	07	08	09	10	Range	
Series	Range											Range	
A	1	YR	16,662	17,289	17,978	18,583	19,230	19,815	20,483	21,172	21,903	22,655	1
		MO	1389	1441	1498	1549	1603	1651	1707	1764	1825	1888	
		HR	7.98	8.28	8.61	8.90	9.21	9.49	9.81	10.14	10.49	10.85	
A	2	YR	17,289	17,978	18,583	19,230	19,815	20,483	21,172	21,903	22,655	23,427	2
		MO	1441	1498	1549	1603	1651	1707	1764	1825	1888	1952	
		HR	8.28	8.61	8.90	9.21	9.49	9.81	10.14	10.49	10.85	11.22	
A	3	YR	17,978	18,583	19,230	19,815	20,483	21,172	21,903	22,655	23,427	24,263	3
		MO	1498	1549	1603	1651	1707	1764	1825	1888	1952	2022	
		HR	8.61	8.90	9.21	9.49	9.81	10.14	10.49	10.85	11.22	11.62	
A	4	YR	18,583	19,230	19,815	20,483	21,172	21,903	22,655	23,427	24,263	25,098	4
		MO	1549	1603	1651	1707	1764	1825	1888	1952	2022	2091	
		HR	8.90	9.21	9.49	9.81	10.14	10.49	10.85	11.22	11.62	12.02	
A	5	YR	19,230	19,815	20,483	21,172	21,903	22,655	23,427	24,263	25,098	25,996	5
		MO	1603	1651	1707	1764	1825	1888	1952	2022	2091	2166	
		HR	9.21	9.49	9.81	10.14	10.49	10.85	11.22	11.62	12.02	12.45	
A	6	YR	19,815	20,483	21,172	21,903	22,655	23,427	24,263	25,098	25,996	26,935	6
		MO	1651	1707	1764	1825	1888	1952	2022	2091	2166	2245	
		HR	9.49	9.81	10.14	10.49	10.85	11.22	11.62	12.02	12.45	12.90	
A	7	YR	20,483	21,172	21,903	22,655	23,427	24,263	25,098	25,996	26,935	27,937	7
		MO	1707	1764	1825	1888	1952	2022	2091	2166	2245	2328	
		HR	9.81	10.14	10.49	10.85	11.22	11.62	12.02	12.45	12.90	13.38	
A	8	YR	21,172	21,903	22,655	23,427	24,263	25,098	25,996	26,935	27,937	28,919	8
		MO	1764	1825	1888	1952	2022	2091	2166	2245	2328	2410	
		HR	10.14	10.49	10.85	11.22	11.62	12.02	12.45	12.90	13.38	13.85	
A	9	YR	21,903	22,655	23,427	24,263	25,098	25,996	26,935	27,937	28,919	29,963	9
		MO	1825	1888	1952	2022	2091	2166	2245	2328	2410	2497	
		HR	10.49	10.85	11.22	11.62	12.02	12.45	12.90	13.38	13.85	14.35	
A	10	YR	22,655	23,427	24,263	25,098	25,996	26,935	27,937	28,919	29,963	31,069	10
		MO	1888	1952	2022	2091	2166	2245	2328	2410	2497	2589	
		HR	10.85	11.22	11.62	12.02	12.45	12.90	13.38	13.85	14.35	14.88	
A	11	YR	23,427	24,263	25,098	25,996	26,935	27,937	28,919	29,963	31,069	32,176	11
		MO	1952	2022	2091	2166	2245	2328	2410	2497	2589	2681	
		HR	11.22	11.62	12.02	12.45	12.90	13.38	13.85	14.35	14.88	15.41	
A	12	YR	24,263	25,098	25,996	26,935	27,937	28,919	29,963	31,069	32,176	33,366	12
		MO	2022	2091	2166	2245	2328	2410	2497	2589	2681	2781	
		HR	11.62	12.02	12.45	12.90	13.38	13.85	14.35	14.88	15.41	15.98	
A	13	YR	25,098	25,996	26,935	27,937	28,919	29,963	31,069	32,176	33,366	34,556	13
		MO	2091	2166	2245	2328	2410	2497	2589	2681	2781	2880	
		HR	12.02	12.45	12.90	13.38	13.85	14.35	14.88	15.41	15.98	16.55	
A	14	YR	25,996	26,935	27,937	28,919	29,963	31,069	32,176	33,366	34,556	35,809	14
		MO	2166	2245	2328	2410	2497	2589	2681	2781	2880	2984	
		HR	12.45	12.90	13.38	13.85	14.35	14.88	15.41	15.98	16.55	17.15	
A	15	YR	26,935	27,937	28,919	29,963	31,069	32,176	33,366	34,556	35,809	37,208	15
		MO	2245	2328	2410	2497	2589	2681	2781	2880	2984	3101	
		HR	12.90	13.38	13.85	14.35	14.88	15.41	15.98	16.55	17.15	17.82	

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

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



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.

Such unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within six months of the occurrence of the alleged harassment.

Nothing herein shall be construed as limiting in any way an employee's right to file with the Minnesota Department of Human Rights, the Federal Equal Employment Opportunity Commission, or an appropriate court, a charge of sexual harassment.

APPENDIX L - SICK LEAVE/SEVERANCE PAY COMMITTEE

The parties agree to establish a joint committee for the purpose of analyzing existing Statewide policies on Sick Leave and Severance Pay and considering alternatives. The Committee shall be composed of five (5) representatives of the Association and five (5) representatives of the Employer with at least one (1) representative from the State Negotiator's Office.

The Committee shall submit to the parties a preliminary report no later than June 30, 1984 and shall submit a final report no later than December 31, 1984.

APPENDIX M - DEPARTMENT OF PUBLIC WELFARE

Within thirty (30) calendar days of the execution of this Agreement, the Association and the Appointing Authorities in the Department of Public Welfare shall meet and confer regarding the scheduling of employees and the assignment of work to professional employees. If issues remain after ninety (90) calendar days after the meet and confer sessions, the Association, the Department of Public Welfare and the Department of Employee Relations shall meet and confer and attempt to resolve any unresolved scheduling issues.

APPENDIX N - DEPARTMENT OF NATURAL RESOURCES

The Association and the Department of Natural Resources agree to meet and confer regarding the class studies of Natural Resources Specialists Series.

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 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

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
EDP 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

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).

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.

- 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 1 - Law Enforcement

II. Exclusive Representative: 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

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.