

AGREEMENT

between the

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

and the

BUREAU OF CRIMINAL APPREHENSION  
AGENTS' ASSOCIATION,

MINNESOTA CONSERVATION OFFICERS' ASSOCIATION

and

MINNESOTA STATE PATROL OFFICERS' ASSOCIATION

July 1, 1983 through June 30, 1985

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PREAMBLE

This Agreement is made and entered into this 23rd day of August, 1983, by and between the State of Minnesota and its Department of Public Safety and Department of Natural Resources, hereinafter referred to as the EMPLOYER, and the Bureau of Criminal Apprehension Agents' Association, Minnesota Conversation Officers' Association, and Minnesota State Patrol Officers' Association, hereinafter referred to as the ASSOCIATION.

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

ARTICLE I

ASSOCIATION RECOGNITION

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

Unit No. 1, Law Enforcement:

All employees in the classifications included in Law Enforcement Unit No. 1 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding managerial, supervisory, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179.61-179.76.

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

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

excluding all other job classifications.

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

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

## ARTICLE II

### NO STRIKE/NO LOCKOUT

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

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

## ARTICLE III

### DUES CHECK-OFF

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

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

## ARTICLE IV

### NON-DISCRIMINATION

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

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

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

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

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

## ARTICLE V

### MANAGEMENT RIGHTS

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

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

## ARTICLE VI

### ASSOCIATION RIGHTS

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

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

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

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

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

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

## ARTICLE VII

### SAFETY

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

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

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

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

## ARTICLE VIII

### ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT

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

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

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

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

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

## ARTICLE IX

### UNIFORMS

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

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

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

## ARTICLE X

### HOLIDAYS

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

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

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

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

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

#### Section 2. Alternate Days.

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

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

Section 4. Holidays Worked. Employees who work on any of the above stated holidays shall be compensated at the rate of time and one-half (1½) for all hours worked in addition to straight-time compensation for the holiday.

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

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

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

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 79½	7
At least 79½	8

## ARTICLE XI

### VACATIONS

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

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

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

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

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

Employees being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A.

Employees may accumulate unused vacation leave to a maximum of two hundred and forty (240) hours.

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

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

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

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

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

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

Section 3. Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half ( $\frac{1}{2}$ ) hour except to permit utilization of

lesser fractions that have been accrued. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day. Vacation charges shall be computed on the basis that each work day is equal to eight (8) hours.

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

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

## ARTICLE XII

### TELEPHONE EXPENSES

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

## ARTICLE XIII

### SICK LEAVE

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

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

Section 2. Sick Leave Utilization. An employee shall be granted sick leave with pay to the extent his/her accumulation for absences necessitated by reason of illness or disability; by necessity of medical or dental care; or by exposure to contagious disease so that his/her attendance on duty may endanger the health of fellow employees or the public. Sick leave shall also be granted with pay to the extent of an employee's accumulation for absence necessitated by illness of his/her spouse, minor children, or parent living in

the household of the employee for such periods as his/her attendance may be necessary, but such sick leave shall be limited to not more than three (3) days. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents, parents of the spouse, grandparents, guardian, children, grandchildren, brothers, sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of the employee's accumulation.

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIV

##### LEAVES OF ABSENCE

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

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

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

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

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

## Section 2. Leaves With Pay.

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

### Section 3. Unpaid Leaves of Absence.

- A. Unclassified Service. Upon approval of the Employer, an Appointing Authority may grant a leave of absence without pay to a permanent or probationary employee to permit the employee to accept a position in the unclassified service. Such leave may be continued during the period of service in the unclassified service position and the employee, upon request to the Employer within sixty (60) calendar days of the termination of the appointment, shall be restored to a position in the same class and with the same status held at the time of the grant of the leave of absence. (M.S. 43.22, Subd. 3).
- B. Military Leave. Employees shall be entitled to military leave of absence without pay as authorized by M.S. 192.261.
- C. Association Business. Upon the request of the Association, the Employer shall approve written requests for leave without pay for employees elected to any Association office or selected by the Association to do work which takes them from their employment with the Employer.
- D. Maternity/Paternity or Adoption. A Maternity/Paternity or Adoption leave of absence shall be granted to a permanent, probationary or unclassified natural parent or adoptive parent for a period not to exceed six (6) months, when requested in conjunction with the birth or adoption of a child. Maternity/Paternity or adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- E. Medical. Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Employer for up to one (1) year because of sickness or injury. This leave may be extended at the sole discretion of the Employer.
- An Employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Employer. When the Employer has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are requested by the Employer, the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned his/her employment with the Appointing Authority.
- F. Personal Leave. Leave may be granted to an employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- G. Precinct Caucus or Convention. Upon forty-five (45) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- H. Related Work. Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of state service which is funded by a government or private foundation grant and which is related to the employee's current work.
- I. Political Leaves. Employees desiring to become a candidate for public office, as defined by M.S. 10A.01, Subd. 5, shall be granted an unpaid leave of absence subject to the following conditions:

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

## ARTICLE XV

### DISCIPLINE AND DISCHARGE

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

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

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

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

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

### Section 2. State Patrol Trooper Procedure.

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

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

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

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

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

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

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

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

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

## ARTICLE XVI

### GRIEVANCE PROCEDURE

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

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

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

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

### Section 4. Contract Grievance Steps.

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

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

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

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

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and on the facts of the grievance presented.

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

## ARTICLE XVII

### INJURY ON DUTY

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

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

## ARTICLE XVIII

### SEVERANCE PAY

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

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

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

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

## ARTICLE XIX

### EXPENSE ALLOWANCES

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

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

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

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

Section 5. Meal Allowances.

A. Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for

the actual cost of meals, including a reasonable gratuity under the following conditions:

1. Breakfast. Breakfast reimbursement may be claimed only if the employee is on assignment away from home station in a travel status overnight, or departs from home in an assigned travel status before 6:00 a.m.
2. Noon Meal. For employees stationed outside the seven (7) county metropolitan area, the following shall apply: lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period. For employees stationed in the seven (7) county metropolitan area, the following shall apply: employees shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.
3. Dinner. Dinner reimbursement may be claimed only if the employee is away from home station in a travel status overnight, or is required to remain in travel status until after 7:00 p.m.

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

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

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

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

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

## ARTICLE XX

### RELOCATION EXPENSES

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

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

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

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

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

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$3,000 shall be paid by the Appointing Authority.
- C. Moving Expenses. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting supporting blocks, skirts, and/or other attached fixtures.

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

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

## ARTICLE XXI

### BIDDING ON LATERAL POSITIONS

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

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

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

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

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

Notwithstanding any provision of this Article, there shall be no lateral bidding between the positions of Natural Resources Specialist 3 Conservation Officer, (Safety Training Specialist); Natural Resources Specialist 3 Conservation Officer (Area Supervisor); Natural Resources Specialist 3

(Information Officer); and Natural Resources Specialist 4 (Conservation Officer Pilot) and Natural Resources Specialist 4 (Enforcement Training Coordinator), unless he/she had previous experience as an area supervisor within Natural Resources Specialist 3.

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

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

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

## ARTICLE XXII

### WORK RULES

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

ARTICLE XXIII

COURT TIME, CALL-IN, STANDBY

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

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

- A. An employee who is called-in to duty during his/her scheduled off-duty time or on a scheduled day off shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.
- B. Any employee called-in for an early report not more than two (2) hours prior to the start of his/her regular shift shall be compensated straight compensatory time at his/her basic pay rate for the time actually worked prior to the start of his/her regular shift.
- C. Employees called-in for an early report not more than two (2) hours prior to the start of his/her regular shift shall be paid in cash a minimum of three (3) hours at straight time at his/her basic rate or for the hours actually worked at straight time, whichever is greater.
- D. Any employee called-back to duty which requires the payment of the three (3) hour minimum or the actual hours worked, will be paid in cash for the three (3) hour minimum or the actually hours worked.
- E. If an employee is called-in to duty which does not require compensation of the three (3) hour minimum, the time actually worked prior to his/her regular shift or the extended time worked beyond his/her regular shift shall be compensated with compensatory time, at his/her basic straight time, unless such time would be in excess of ninety-six (96) hours in the work period.

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

ARTICLE XXIV

HOURS OF WORK

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

- A. Normal Work Period. The normal scheduled work period shall consist of eighty (80) hours of work and ten (10) work days within a payroll period.
- B. Daily Scheduling. It is recognized that employees are required to work varied hours and during several separated periods within the same day and the same payroll period, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day or one (1) week sometimes impossible. The Employer agrees to make reasonable effort to schedule employees to a schedule of at least two (2) consecutive days off in a payroll period where such schedule meets both the needs of the Employer and the desires of the employees.

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

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

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

Section 2. Special Agents and Police Training Instructors and Coordinators. Special Agents and Police Training Instructors and Coordinators shall be subject to the following conditions regarding hours of work:

- A. Normal Workday. The normal workday shall consist of eight (8) hours of work within a twenty-four (24) hour period.
- B. Normal Payroll Period. The normal payroll period shall consist of eighty (80) hours of work within a two (2) week payroll period.
- C. Daily Scheduling (Special Agents Only). It is recognized that because of the nature of their work, Special Agents covered by this Agreement may be scheduled and required to work varied hours, work on holidays and weekends, and during several separated periods within a single day making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day sometimes impossible. However, insofar as practicable and without reducing efficiency of work performance, employees are expected to complete normal routine work within a normal eight (8) hour day.

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

- A. Workday. The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, excluding unpaid lunch periods.
- B. Work Period. The normal work periods shall consist of eight (8) or ten (10) hour normal workdays or ten (10) eight (8) hour normal work days in a fourteen (14) calendar day payroll period. Employees shall be scheduled for a minimum of two (2) consecutive days off in each work period.
- C. Work Schedules. The written work schedule reflecting each employee's days and hours of work shall be posted in each district headquarters at least twenty-one (21) days in advance of its effective date, except in the case of holidays where said posting shall be at least thirty (30) days in advance of its effective date. Emergencies declared by the Commissioner of Public Safety requiring changes in schedules effecting ten (10) or more employees for the duration of one (1) week or more may be changed without regard to the twenty-one (21) day provision. All schedules shall provide for no less than sixty-four (64) and no more than ninety-six (96) hours within a payroll period. To provide a uniform amount of earnings in an employee's bi-weekly pay check, employees carry forward all hours worked in excess of eighty (80) in a payroll period into the next regular bi-weekly payroll period for which they are scheduled for less than eighty (80) hours. Hours carried forward are added to that payroll period to bring it up to eighty (80) hours, this computation of time shall be made before the provisions of Article XXV apply. Nothing herein shall be construed as a guarantee of hours of work per day or per week. With the approval of the employee's immediate supervisor, employees may mutually agree to exchange work shift assignments but such changes shall not result in overtime payment.
- D. Drop Shift. All work shifts in a work station with six (6) or less Troopers will contain one (1) "drop shift" and all work shifts in a work station with seven (7) or more Troopers will contain two (2) drop shifts, solely at the Employer's option. Troopers assigned to work the "drop shift" will fill in work shifts of other Troopers. Troopers assigned to the "drop shift" shall not be subject to the twenty-one (21) day notice requirement of Section 3, "C".
- E. Lunch Period. All employees shall be granted an unpaid lunch period of no less than one-half (1/2) hour or more than one (1) hour during each normal work shift except for employees who are assigned to the shifts commencing at or near ten (10) p.m. who will be granted a paid thirty (30) minute lunch period; and employees pre-scheduled to remain on a full status during a lunch break.
- F. Rest Periods. Employees shall be granted one (1) fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods may not be postponed or accumulated; that is, if an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

## ARTICLE XXV

### OVERTIME

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

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

1. Time and one-half (1 1/2) cash payment for all overtime hours worked on a scheduled day off or during a scheduled vacation.
2. Time and one-half (1 1/2) cash payment for all scheduled shift extension hours on Fridays.
3. Straight time compensatory time for all overtime hours worked on scheduled workdays.
4. Time and one-half (1 1/2) cash payment for all hours worked in excess of ninety-six (96) hours in a work period. This provision does not apply in those instances where the employee is scheduled for ninety-six (96) hours in a work period; in such cases sixteen (16) hours will be deducted from the hours worked in that work period before the cash payment compensation is made.
5. Compensatory time may be accrued to a maximum of ninety (90) hours. All hours in excess of ninety (90) will be liquidated at a straight time rate in cash.
6. Compensatory time will be liquidated at a time mutually agreeable to the employee and his/her Captain; the employee may, upon seven (7) days notice, be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the ninety (90) hour maximum.
7. Employees shall have the option, upon written notice to their supervisor, to accrue overtime as compensatory time-off in lieu of cash.

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

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

Section 2. Special Agents and Police Training Instructors and Coordinators. Special Agents and Police Training Instructors and Coordinators shall be eligible for overtime payment for authorized hours of work beyond eighty (80) hours within a two (2) week payroll period.

- A. Overtime Payment. Hours in excess of eighty (80) hours in a payroll period shall be placed into an employee's overtime bank on an hour-for-hour basis, and shall be utilized in subsequent payroll periods either as compensatory time off or paid in cash at the option of the Appointing Authority, after first considering the desires of the employee.
- B. Compensatory Time Accrual and Liquidation. Compensatory time may be accrued to a maximum of eighty (80) hours. The 80 hours may be exceeded upon approval of the Appointing Authority or his/her designee and may be liquidated at straight time in cash or compensatory time at the option of the Appointing Authority.

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

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

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

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

Payment for approved overtime will be made in the payroll period in which it was earned or in the subsequent payroll period. Any such hours certified as worked in excess of two hundred (200) hours during consecutive payroll periods will cancel and will not be paid.

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

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

## ARTICLE XXVI

### SENIORITY

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XXVII

### INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under a fee-for-service health plan, or a Preferred Provider Organization, or any other plan, offered by the Employer. A brief description of the currently offered health plans is contained in Appendix J. Effective October 5, 1983, the major medical benefits under the fee-for-service plan shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00 per employee or \$300 per family.

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

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

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

Section 5. Employer Contribution for Dental Insurance.

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

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

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

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

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

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

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

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

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

C. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

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

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

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

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

Section 12. Death Benefit. Employees who retire on or after July 1, 1983, shall be entitled to a \$500.00 cash death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is eligible for an annuity under a State retirement program. A \$500.00 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1983 and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

## ARTICLE XXVIII

### WAGES

Section 1. Conservation Officers', Special Agents Team Leaders', Police Training Instructors' and Police Training Coordinators' Salaries.

A. 1983-1984 Salary Ranges.

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

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

B. Conversion.

1. Conservation Officers.

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

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

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

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

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

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

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

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

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

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

C. 1984-1985 Salary Ranges.

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

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

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

E. Progression.

1. Conservation Officers.

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

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

2. Special Agents and Police Training Instructors and Coordinators.

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

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

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

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

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

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

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

## Section 2. State Patrol Salaries.

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

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

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

- C. 1984-1985 Salary Ranges. The 1984-1985 Salary Ranges for Trooper, Trooper I and Corporal shall be those contained in Appendix "I," effective July 11, 1984.
- D. Conversion. Effective July 11, 1984, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.
- E. Station Sergeant Pay. Employees designated as "Station Sergeant" shall receive an additional three percent (3%) above the current rate rounded to the nearest dollar for the duration of the appointment.
- F. Freeway Trooper Pay. Employees who are permanently assigned exclusively to Twin City Metropolitan freeway duty shall be designated as Freeway Trooper and shall be compensated \$50.00 dollars per month above their current salary when so assigned. The discretion of such assignments shall be vested solely in the Employer and such assignments shall be limited to stations determined by the State Patrol Officer Chief.
- G. Shift Differential. Because of the frequency of changes in shift assignments, starting and stopping times, and rotation of shifts, thereby making shift premiums difficult to determine, effective the first payroll period after July 1, 1975, the Employer will increase the wages of all employees fifteen (\$15.00) dollars per month in lieu of any shift differential.
- H. Pilot Pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Fixed Wing) and licensed by the F.A.A. as Fixed Wing pilots shall receive a differential equal to 8% of his/her base pay, in addition to that base pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive a differential equal to 10% of his/her base pay, in addition to that base pay. The Chief Pilot as designated by the Chief State Patrol Officer shall be compensated at the same rate of pay as Captain during his/her assignment as Chief Pilot. If any State Patrol Pilot holds both the Fixed Wings and Helicopter pilot ratings, he/she shall receive compensation for the Helicopter Pilot rating only.

- I. Probationary Period. Employees hired into the class of Trooper shall serve a probationary period of 1,044 straight-time compensated hours. Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.
- J. Troopers who move between classes shall be assigned to the rate of pay corresponding to their total length of service in the State Patrol since their last date of hire.
- K. Special Assignment Differential. Troopers assigned to mobile scales, warrants, motor vehicle inspection, safety education and civil weights shall receive an additional 2% above their current rate, rounded to the nearest dollar, for the duration of the Agreement.

## ARTICLE XXIX

### EARLY RETIREMENT INCENTIVES

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

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

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

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

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

#### ARTICLE XXX

##### SAVINGS CLAUSE

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

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

#### ARTICLE XXXI

##### COMPLETE AGREEMENT AND WAIVER CLAUSE

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

ARTICLE XXXII

DURATION

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

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

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

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

In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

FOR THE ASSOCIATION

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

FOR THE EMPLOYER

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

APPENDIX A - VACATION

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

HOURS OF VACATION ACCRUED DURING EACH  
PAYROLL PERIOD OF CONTINUOUS SERVICE

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	¾	1	1-¼	1-½	1-½	1-¾	1-¾
At least 19½, but less than 29½	1	1-¼	1-¾	2	2	2-¼	2-¼
At least 29½, but less than 39½	1-½	2	2-¾	3	3	3-¼	3-½
At least 39½, but less than 49½	2	2-½	3-½	3-¾	4	4-¼	4-½
At least 49½, but less than 59½	2-½	3-¼	4-½	4-¾	5	5-½	5-¾
At least 59½, but less than 69½	3	3-¾	5-¼	5-¾	6	6-½	6-¾
At least 69½, but less than 79½	3-½	4-½	6-¼	6-¾	7	7-½	8
At least 79½	4	5	7	7-½	8	8-½	9

APPENDIX B - SICK LEAVE

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

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

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

## APPENDIX C - CODE OF ETHICS

### Statement of purpose.

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

### Definitions.

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

APPENDIX C (Cont.)

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

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

- A. Advertising gifts of nominal value having wide distribution.
- B. Plaques or similar mementoes recognizing individual service in a field of specialty or to a charitable cause.
- C. Payment or reimbursement of expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the State and which have been approved in advance by the appointing authority as part of a work assignment.
- D. Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the State.

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

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

Conflicts of interest.

- A. An employee shall not use or attempt to use his or her position to secure benefits, privileges, exemptions or advantages for the employee or others different from those available to the general public.
- B. An employee shall not accept other employment which will affect his or her independence of judgment in the exercise of the employee's official duties.
- C. An employee shall not act as agent or attorney in any action or matter pending before the agency by which he or she is employed except in the proper discharge of official duties or on the employee's own behalf.
- D. When an employee believes the potential for a conflict of interest exists, it is his or her duty to take action to avoid the situation. The employee shall:

APPENDIX C (Cont.)

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

and

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

and

3. Take either of the following courses of action:

- a. Deliver the statement to his or her appointing authority and request a clarification of the possibility of a conflict of interest. The appointing authority may request an advisory opinion from the Commissioner of Employee Relations or legal counsel. A copy of any advisory opinion issued by an appointing authority shall be sent to the Commissioner of Employee Relations.
- b. Request an advisory opinion directly from the Commissioner of Employee Relations by delivering the statement to the Commissioner. The Commissioner shall issue an advisory opinion within seven days and provide a copy to the employee and appointing authority.

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

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

- a. The use for private gain or advantage of State time, facilities, equipment or supplies or the badge, uniform, prestige or influence of the State office or employment;
- b. Receipt or acceptance by the employee of any money or other thing of value from anyone other than the State for the performance of an act which the employee would be required or expected to perform in the regular course or hours of State employment or as part of his or her duties as an employee;
- c. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee;

APPENDIX C (Cont.)

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

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

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

APPENDIX D

Effective July 13, 1983 - July 10, 1984

Series P, Ranges 10-13

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

APPENDIX E

Effective July 13, 1984 - July 10, 1985

Series P, Ranges 10-13

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

APPENDIX F

Effective July 13, 1983 - July 10, 1984

Series P, Range 20-23

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

APPENDIX G

Effective July 13, 1984 - July 10, 1985

Series P, Range 20-23

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

APPENDIX H

Effective July 13, 1983 - July 10, 1984

Series P, Range 1-3

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

APPENDIX I

Effective July 13, 1984 - July 10, 1985

Series P, Range 1-3

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

APPENDIX J - INSURANCE

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

APPENDIX J (Cont.)

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

Employee Group Life &  
Health Care Program

State of Minnesota

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

Fee-for-service plans pay a scheduled benefit for expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee-for-service plan may choose any licensed physician and hospital for services.

Health maintenance organizations provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, HMO's include preventive medicine. Under the HMO concept, members must reside within a designated geographic service area and must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

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

CENTRAL MINNESOTA  
GROUP HEALTH PLAN

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**SIMILAR BENEFITS**

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

**VARIED BENEFITS**

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<b>PREVENTIVE MEDICINE</b>	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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<b>OUT PATIENT EMERGENCY</b>	100% coverage
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<b>PRESCRIPTIONS, DRUGS</b>	Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.
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<b>EYE GLASSES</b>	Available at reduced cost at participating optical stores.
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<b>MENTAL HEALTH INPATIENT</b>	100% coverage up to 30 days a calendar year.
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<b>OUTPATIENT</b>	20 visits a calendar year, member pays \$10 a visit.
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<b>CHEMICAL DEPENDENCY INPATIENT</b>	80% coverage for 73 days when authorized by a CMGHP physician.
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<b>OUTPATIENT</b>	Covered under out-patient mental health.
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<b>SUPPLEMENTAL BENEFITS</b>	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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<b>OUT OF AREA BENEFITS</b>	100% coverage for hospitalization. 80% for physician fees and emergency room.
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<b>DENTAL CARE</b>	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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<b>PRE-EXISTING CONDITIONS</b>	No restrictions.
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<b>CONVERSION PLAN</b>	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.

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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.

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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.

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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.

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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.

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\$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.

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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.

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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.

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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.

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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.

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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.

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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.

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No restrictions.

No restrictions.

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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.
PHYSICIANS' SERVICES	
SURGERY	Benefit is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.
ANESTHESIOLOGY	90% of the usual, customary and reasonable fee.
HOSPITAL VISITS	\$15 for first day.  \$5 a day for next 364 days.  Necessary consultation fees under Major Medical.
MENTAL HEALTH	80% of first \$750  Remainder covered under Major Medical with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.
X-RAY AND LABORATORY	Up to \$100 a year.  Remainder under Major Medical.
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.
OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury.  See Major Medical description.
MISCELLANEOUS	
PRESCRIPTIONS	80% paid under Major Medical.  See Major Medical description.
MAJOR MEDICAL	\$100.00 calendar year deductible per person.  80% reimbursement on expense exceeding the deductible.  \$500,000 maximum.  Please see separate brochures for information on second opinion surgery and ambulatory program.
SERVICE CENTERS	

DULUTH  
(218) 722-3371  
ST. CLOUD  
(612) 253-8300

MANKATO  
(507) 345-4406  
TWIN CITIES  
(612) 456-5090

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

**OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE**

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

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

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

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

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

**LIFE INSURANCE COST PER 2-WEEK PAY PERIOD\***

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

ST. PAUL LIFE INSURANCE COMPANY

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

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

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

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

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

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

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

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

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

Central Minnesota Group Health Plan  
Phone: 253-5220

CLINIC

GHCMP MEDICAL CENTER  
1411 St. Germain St., St. Cloud, MN

HOSPITAL

ST. CLOUD HOSPITAL  
1406 N. 6th, St. Cloud, MN

Coordinated Health Care, Inc.  
Phone: 221-2091

CLINICS

CHC ST. PAUL CLINIC  
258 University Ave., St. Paul, MN

WEST MEDICAL CLINIC  
Time Medical Bldg., St. Paul, MN

ST. CROIX VALLEY CLINIC  
921 S. Greeley, Stillwater, MN

EAGAN CLINIC  
Eagan, MN - Near Cedarvale Shopping Ctr.

WESTVIEW MEDICAL CLINIC  
955 Hwy. 55, Hastings, MN

MAPLEWOOD CLINIC  
1774 Cope Ave., Maplewood, MN

HOSPITALS

ST. PAUL RAMSEY MEDICAL CTR. -- St. Paul  
LAKEVIEW MEMORIAL HOSPITAL -- Stillwater  
REGINA MEMORIAL HOSPITAL -- Hastings

GROUP HEALTH ASSOCIATION  
OF NORTHEASTERN MINNESOTA  
Phone: 218-749-5890

CLINICS

ADAMS CLINIC, P.A.  
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER  
Two Harbors, MN

EAST RANGE CLINIC  
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS  
Virginia & Aurora  
Hoyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER  
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL  
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER  
Virginia, MN

WHITE COMMUNITY HOSPITAL  
Aurora Hoyt-Lakes

Group Health Plan, Inc.  
Phone: 623-8504

\* GROUP HEALTH COMO MEDICAL CENTER  
2500 Como Ave. (at Hwy 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER  
1533 Utica Ave. So. (at Hwys 12 & 100)  
St. Louis Park, MN

\* GROUP HEALTH BLOOMINGTON MEDICAL CENTER  
86th St. & Nicollet Ave., Bloomington, MN

GROUP HEALTH MAPLEWOOD MEDICAL CENTER  
2165 White Bear Ave., Maplewood, MN

GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER  
6845 Lee Ave. No., Brooklyn Center, MN

HMO LOCATIONS

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

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

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

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

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

APPLE VALLEY MEDICAL CENTER  
15290 Pennock Lane  
Apple Valley, MN

COMMUNITY HEALTH CENTER  
4th St. at 11th Ave., Two Harbors, MN

\* DENTAL LOCATIONS

HOSPITALS

FAIRVIEW HOSPITAL/ST. MARY'S  
2312 S. 6th St., Minneapolis, MN

BETHESDA LUTHERAN MEDICAL CENTER  
559 Capitol Blvd., St. Paul, MN

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

HMO Minnesota (HMOM)

HMOM provides medical services through 1600 primary and specialty care physicians at over 225 sites throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 400 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-456-8430 or 218-722-4685.

Med Center Health Plan  
Phone: 927-3263

CLINICS

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

AFFILIATE OFFICES:

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

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

CHAMPLIN MEDICAL CENTER  
11269 Highway 52, Champlin, MN 55316

HOSPITALS

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

CLINIC

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

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER  
3007 Harbor Lane, Plymouth, MN 55441

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

MINNETONKA MEDICAL CENTER  
17821 Highway 7, Minnetonka, MN 55343

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

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

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

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

HOSPITAL

METHODIST HOSPITAL  
6500 Exo. 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)