

AGREEMENT

between the

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

and the

BUREAU OF CRIMINAL APPREHENSION
AGENTS' ASSOCIATION,

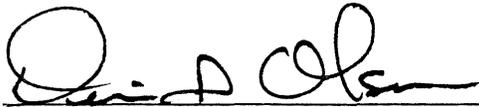
MINNESOTA CONSERVATION OFFICERS' ASSOCIATION

and

MINNESOTA STATE PATROL TROOPERS' ASSOCIATION

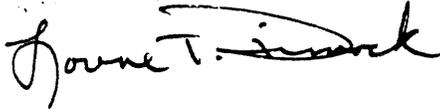
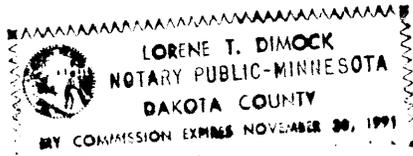
Dates: July 1, 1989 through June 30, 1991

I hereby certify that the Agreement between the Bureau of Criminal Apprehension Agents' Association, Minnesota Conservation Officers' Association, Minnesota State Patrol Officers' Association and the State of Minnesota for State Bargaining Unit 1 has been approved by the Association



Dennis Olson
President

Dated this 5th day of September, 1989



**SUMMARY OF SALARY AND BENEFIT PROVISIONS
OF AGREEMENT WITH MINNESOTA LAW ENFORCEMENT ASSOCIATION**

Salary

General Wage Adjustment

- July 1, 1989: 5% across-the-board for State Patrol Troopers, Conservation Officers, Bureau of Criminal Apprehension Agents.
- July 10, 1990: 5% across-the-board for Conservation Officers.
- July 18, 1990: 5% across-the-board for State Patrol Troopers and Bureau of Criminal Apprehension Agents.

Other:

Equity Adjustments:

- July 18, 1990: Increased 15 year step for State Patrol Corporal.
- January 2, 1991: Increased the maximum step for Conservation Officer Specialist 2 class by 1%.
- January 2, 1991: Increased the maximum step for BCA Special Agent class by 1%.

Insurance

- Established a Preferred Provider Plan for the State Health Plan with a limited provider network.

Substantive changes to the State Health Plan include:

- New out-of-network deductibles of \$300 per person per year (\$600 per family), and 70%-30% coinsurance up to maximum annual copayment of \$3,000 per person (\$6,000 per family).
- Limit of maximum lifetime coverage of \$1,000,000 through SHP network, \$500,000 for coverage outside the network.
- No coverage for out-of-network service for mental health services, both inpatient and outpatient.
- No coverage for out-of-network service for chemical dependency services, inpatient or outpatient.
- No out-of-network coverage for chiropractic services.

SUMMARY OF FINANCIAL COST

I. Bargaining Unit Composition:

<u>Unit</u>	<u>Approximate No. of Employees</u>
Law Enforcement	660

II. Exclusive Representative: Minnesota Law Enforcement Association

III. Fiscal Summary: All Funds, Non-Higher Education Agencies

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salaries	\$46,333,000	\$4,145,000
FICA & Retirement	\$ 8,865,000	\$ 793,000
Insurance	\$ 4,637,000	\$ 744,000
TOTALS:	<hr/> \$59,835,000	<hr/> \$5,682,000

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PREAMBLE

This Agreement is made and entered into this 6th day of September 1989, 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 Conservation 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 1

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 fourteen (14) hours per week or 35% of the normal work week and more than sixty-seven (67) work days per year, excluding managerial, supervisory, confidential employees, and other employees 179A.01-179A.25.

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

- Special Agent
- Special Agent Team Leader
- 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 (Conservation Officer, Enforcement Training Coordinator)
- Natural Resources Specialist 4 (Conservation Officer, Wild Rice Coordinator)
- Natural Resources Specialist 4 (Conservation Officer, Special Investigator)
- 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. 179A.04, Subd. 2 and 179A.09.

The Employer agrees to notify the Association 14 days prior to petitioning for assignment or reassignment of classifications. Upon the Association's request the Employer and the Association shall meet and confer on such proposed assignment or reassignment of classifications.

ARTICLE 2

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 3

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 4

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 5

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 6

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.

Section 7. Work Station. Conservation Officers normally are assigned to work out of their home.

ARTICLE 7

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 8

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.

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.

Disputes concerning such determinations by the Employer prohibiting off duty employment are subject to resolution under Article 16, Grievance Procedure, Section 4.

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 9

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 three hundred dollars (\$300) annually. Officers shall be permitted to carry over the remaining portion of the prior year's allowance, not to exceed three hundred dollars (\$300). 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.

The Employer will pay for the initial issue of felt hats, straw hats and any other uniform item that replaces an existing uniform item. The Employer will provide for a direct exchange of straw hats as needed.

Section 3. Special Agents. Effective July 1, 1981, the Employer agrees to provide each Special Agent covered by this Agreement, a three hundred dollar (\$300.00) per year uniform allowance.

Section 4. Emblems, Pins, Patches, Badges or Insignia. Troopers shall be permitted to wear one (1) union insignia on the uniform measuring no greater than three-fourths (3/4) inch in length and width, and one (1) small American flag pin. No other such items shall be worn upon the uniform.

ARTICLE 10

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 Special Agent Team Leaders:

Tuesday, July 4, 1989 - Independence Day
Monday, September 4, 1989 - Labor Day
Friday, November 10, 1989 - Veterans Day
Thursday, November 23, 1989 - Thanksgiving Day
Friday, November 24, 1989 - Day after Thanksgiving
Monday, December 25, 1989 - Christmas
Monday, January 1, 1990 - New Year's
Monday, January 15, 1990 - Martin Luther King Day
Monday, February 19, 1990 - Presidents Day
Monday, May 28, 1990 - Memorial Day
Wednesday, July 4, 1990 - Independence Day
Monday, September 3, 1990 - Labor Day
Monday, November 12, 1990 - Veterans Day
Thursday, November 22, 1990 - Thanksgiving Day
Friday, November 23, 1990 - Day after Thanksgiving
Tuesday, December 25, 1990 - Christmas
Tuesday, January 1, 1991 - New Year's
Monday, January 21, 1991 - Martin Luther King Day
Monday, February 18, 1991 - Presidents Day
Monday, May 27, 1991 - 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.

Tuesday, July 4, 1989 - Independence Day
Monday, September 4, 1989 - Labor Day
Saturday, November 11, 1989 - Veterans Day
Thursday, November 23, 1989 - Thanksgiving Day
Friday, November 24, 1989 - Day after Thanksgiving
Monday, December 25, 1989 - Christmas
Monday, January 1, 1990 - New Year's
Monday, January 15, 1990 - Martin Luther King Day
Monday, February 19, 1990 - Presidents Day
Monday, May 28, 1990 - Memorial Day
Wednesday, July 4, 1990 - Independence Day
Monday, September 3, 1990 - Labor Day
Sunday, November 11, 1990 - Veterans Day
Thursday, November 22, 1990 - Thanksgiving Day
Friday, November 23, 1990 - Day after Thanksgiving
Tuesday, December 25, 1990 - Christmas
Tuesday, January 1, 1991 - New Year's
Monday, January 21, 1991 - Martin Luther King Day
Monday, February 18, 1991 - Presidents Day
Monday, May 27, 1991 - 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 or paid off.

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 (1 1/2) for all hours worked in addition to straight-time compensation for the holiday.

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

Section 6. Administrative 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 administrative time in lieu of cash.

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

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9%	0
At least 9%, but less than 19%	1
At least 19%, but less than 29%	2
At least 29%, but less than 39%	3
At least 39%, but less than 49%	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 11

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. Leave may be accumulated to any amount provided that once per year on a date (or dates) specified by the Appointing Authority, each employee's accumulation must be reduced to two hundred sixty (260) hours or less.

Any employee separated from state service shall be compensated in cash, at his/her then current rate of pay, for all vacation leave to his/her credit at the time of separation, but in no case shall payment exceed two hundred sixty (260) 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 fifteen (15) consecutive working days for BCA Agents and State Patrol Troopers and twenty (20) consecutive working days for Conservation Officers. 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 (1/2) hour except to permit utilization of lesser fractions that have been accrued or when necessary to bring the total hours paid for the pay period to eighty (80). 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 25, 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 12

TELEPHONE EXPENSES

The Employer agrees to pay the cost of one (1) telephone bill of each Conservation Officer monthly. Charges for all personal long-distance calls and other non-standard charges, including telephone rentals, or multiple line fees or charges, or extension line fees or 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.

Each Conservation Officer shall be given a one-time only payment of thirty dollars (\$30) to purchase a phone for state use.

ARTICLE 13

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 the following conditions:

A. Employee.

1. illness or disability, including the period of time that a doctor certifies a female employee unable to work because of pregnancy.
2. medical, chiropractic, or dental care.
3. exposure to contagious disease which endangers the health of other employees, clients, or the public.

B. Others.

1. illness of a spouse, minor or dependent children/step-children, or parent/step-parent who is living in the same household of the employee.
2. birth or adoption of a child.
3. to arrange for necessary nursing care for members of the family, as specified in B.1. above.

Sick leave granted under Subsection B above shall be for such reasonable periods as the employee's attendance may be necessary; however, such leave shall be limited to not more than three (3) days to arrange for necessary nursing care for members of the family or birth or adoption of a child. The use of such leave may be extended to cover extenuating circumstances provided prior approval has been received from the Appointing Authority.

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 (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 reasonable 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 date of the employer's decision to make the referral. 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.

Section 6. Deadly Force Situations. Employees involved in the use of deadly force during police incidents shall be given the remainder of the shift and the following day off without loss of pay. Such employee shall be sent to a professional counselor. The employee shall be permitted to select the professional counselor. If further leave is necessary, the employee shall be permitted to use his/her banked sick leave.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. General Conditions. Except as otherwise provided in this Agreement, request for leave shall be made by employees prior to the beginning of the period(s) of absence 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. If an employee fails to contact his/her Appointing Authority for an extension prior to the end of the leave, he/she shall be deemed to have voluntarily resigned.

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 granting 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, which shall include a statement of the nature of the illness, duration of the leave and the extent of the employee's incapacity to perform his/her duties. 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.
1. The political election and campaign activities of employees shall be governed by M.S. 43A.32.
 2. General Conditions for Political Leaves. This unpaid leave of absence shall not affect the employee's accrued seniority rights.
- J. Educational Leave. Leave may be granted to any employee for educational purposes.

ARTICLE 15

DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action by the Appointing Authority shall be imposed for just cause only. Except in cases of discharge, the intent of discipline is to be corrective in nature. Disciplinary actions may include any of the following, but not necessarily in this order.

1. Oral Reprimand (not arbitrable)
2. Written Reprimand (not arbitrable)
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 twenty (20) 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. Demotion or Discharge of a Permanent Employee. Except for employees referenced in Section 2, subsection A, the Appointing Authority shall not demote or discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for demotion or discharge, the employee and the Association shall be notified, in writing, that the

employee is to be demoted or discharged with the reasons therefor, and the effective date of the demotion or discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her and to present his/her side of the story. The right to such meeting shall expire at the end of the 5th calendar day after the notice of demotion or discharge is delivered, unless the Appointing Authority and the employee mutually agree otherwise. The demotion or discharge shall not become effective during the period when the meeting may occur. The employee shall remain in paid status during the time between the notice of demotion or discharge and the expiration of the meeting. However, if the employee was not in paid status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in paid status does not apply.

A. State Patrol Trooper Procedure.

1. 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.
2. 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.

When the State Patrol Chief ("Chief") or his/her designee intends to bring charges against a trooper, he/she shall give the employee and the Association written notice of his/her intent to take disciplinary action and the reasons therefore, except in cases involving immediate suspension or discharge. The Chief shall then set a date for an informal meeting between the Chief or his/her designee, within five (5) working days, the Association and the Trooper against whom disciplinary action may be taken. The meeting will be held for the purposes of discussing the proposed charges against the Trooper; to provide an opportunity to hear an explanation of the evidence against him/her; and any disciplinary action under consideration. The employee may present his/her side of the story. Any agreement reached in the informal meeting shall be reduced to writing and signed by both 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.

If no agreement is reached and if charges are made against a Trooper they 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.

The Employer agrees that when an employee has not formally requested a written reprimand to be removed in accordance with Section 4 above, the written reprimand shall not be offered as evidence in an arbitration.

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 16

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. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific article(s) and section(s) of the Agreement involved. It shall be signed and dated by the employee(s) and/or Association Representative. 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 to arbitration in writing to the State Negotiator 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. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one 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 Steps 1, 2 and 3.

ARTICLE 17

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 18

SEVERANCE PAY

All employees who have accrued twenty (20) years or more state seniority shall receive severance pay upon any separation from state service except for discharge based on a felony conviction. 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. 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. If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hour maximum.

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 19

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-seven (27) 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 twenty-one (21) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the 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 and class of transportation so authorized. 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 sixteen dollars (\$16.00) per week for laundry. Employees in travel status in the metropolitan areas listed in Section 5B shall be allowed actual cost not to exceed twenty dollars (\$20.00) per week for laundry.

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. Except for the metropolitan areas listed below, the maximum reimbursement for meals, including tax and gratuity, shall be:

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

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast --- \$ 7.00
Lunch --- \$ 8.00
Dinner --- \$14.00

The metropolitan areas are:

Atlanta	Miami
Boston	New Orleans
Chicago	New York City
Cleveland	Philadelphia
Dallas	San Diego
Denver	San Francisco
Harford	Seattle
Houston	Washington D.C.
Los Angeles	

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. Employees may request a State issued credit card. If the employee receives such a card, the Appointing Authority and the employee may mutually agree to use a card in place of an advance. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

ARTICLE 20

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, by mutual agreement of the Appointing Authority and the employee, either to: 1) be lodged at their new work station and to return to their original work station once a week; or 2) travel between their original work station and their new work station on a daily basis. 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 five thousand dollars (\$5,000) shall be paid by the Appointing Authority. At its sole discretion, the Appointing Authority may authorize up to ten thousand dollars (\$10,000) total for realtor's fees actually incurred.
- 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 five hundred dollars (\$500.00) 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 20 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 21

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. Vacant positions which are to be filled shall be posted for 14 calendar days. Once an employee is notified of his/her selection, he/she shall have an additional sixteen (16) calendar days to decide whether to accept the vacancy and the employee shall put his/her acceptance in writing and submit it to the Director of Enforcement by the end of the 16th calendar day.

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 16, 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 thirty (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. Upon acceptance of a transfer due to a bid, the employee will not be contacted for transfers for six (6) months except for specific locations, vacancies or assignments as requested by the employee at the time of the transfer.

The above-stated policies and procedures shall also apply when employees are applying for special job assignments in the employee's district such as warrants and safety education. 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.

New work assignments and previously established work assignments that become vacant and that are otherwise not governed by the Agreement shall be advertised by Troopers memo mailed to each member affected, so as to allow employees to express an interest in the assignment.

Section 3. Special Agents, Special Agent Team Leaders. 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 22

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. Upon request, the Appointing Authority shall discuss the changes in new or amended work rules with the Association, explaining the need therefor, and shall allow the Association reasonable opportunity to express its views prior to placing them in effect. All work rules shall be applied equally to all employees.

ARTICLE 23

COURT TIME, CALL-IN, CALL-BACK, 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 four (4) 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 four (4) 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 four (4) 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 work two (2) hours or more before his/her regularly scheduled shift or on a scheduled day off shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An early report of less than two (2) hours before the start of a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

Section 3. Call Back. An employee in the State Patrol who is called back to work on the same day after having gone home shall receive a minimum of three (3) hours or the actual hours worked.

Section 4. 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 fifteen (15) minutes straight time pay for each one (1) hour 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.

Section 5. On Call. Conservation Officers shall be in on-call status if the employee's regional supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day.

An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than four (4) consecutive hours.

ARTICLE 24

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 work period shall consist of not less than eighty (80) hours of work nor more than 86 hours of work and ten (10) work days within a fourteen (14) consecutive calendar day work 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 allow employees to schedule at least two (2) consecutive days off in a payroll period where such scheduling 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 pre-approved vacation day who are called out shall receive a minimum of three (3) hours compensation. 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 contained in Article 25, Section 1(C).

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 Special Agent Team Leaders. Special Agents and Special Agent Team Leaders shall be subject to the following conditions regarding hours of work:

- A. Normal Workday. The normal workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period.
- B. Normal Work Period. The normal work period shall consist of twenty-eight (28) consecutive calendar day period. The Appointing Authority agrees to notify the Association thirty (30) calendar days in advance of the effective date of a change in the work period.
- C. Daily Scheduling. 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) consecutive hour day in a twenty-four (24) hour period.

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, including paid lunch periods.
- B. Work Period. The normal work period shall consist of a twenty-eight (28) consecutive calendar day period. Employees shall be scheduled for a minimum of two (2) consecutive days off in each payroll period. The Employer may change the duration of the work period upon thirty (30) days written notice to the Association.
- 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 shall carry forward all hours worked in excess of eighty (80) in a payroll period into the next regular bi-weekly payroll period within the twenty-eight (28) day work 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, and this computation of time shall be made before the provisions of Article 25 apply. Nothing herein shall be construed as a guarantee of hours of work per day or per work period. 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 previously established 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 Troopers, shall be granted a paid lunch period of not more than thirty (30) minutes during each work day. Such lunch period cannot be taken during the first hour or the last hour of the employees work day unless specifically authorized by the Employer. If an employee does not receive a lunch period because of operational requirements, such lunch period may not be taken during a subsequent work day.
- F. Rest Periods. All Troopers shall be granted one (1) fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods during a single work day may be combined should the employee so desire. No rest period may be taken off during the first hour or the last hour of the employee's work shift unless specifically authorized by the Employer. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work day.

The parties agree that the 1989-91 contract language for the issue of Trooper's lunch and rest periods shall be interpreted in conjunction with Appendix M.

ARTICLE 25

OVERTIME

Section 1. Definition. Overtime is defined as authorized or assigned work performed in excess of the established work period, as subject to the time and one-half (1 1/2) compensation requirements of the Fair Labor Standards Act. The overtime rate shall be time and one-half (1 1/2) the regular hourly rate.

- A. Troopers. Troopers shall be compensated for all hours worked according to the following provisions:
1. Hours worked on a scheduled day off or vacation day shall be compensated at the overtime rate in cash.
 2. Scheduled shift extensions of hours worked on Fridays shall be compensated at the overtime rate in cash.
 3. Hours worked in excess of the scheduled work day which are not subject to the overtime provisions of the Fair Labor Standards Act shall be compensated at straight time.
 4. Troopers Administrative - Time Banks. Hours that are not required to be paid for in cash by the Federal Fair Labor Standards Act or other provisions in this Agreement shall be placed in an Administrative Time Bank. Such hours shall be liquidated in cash or in equivalent time off at the Appointing Authority's option. Should such hours be liquidated in cash, it shall be at the employee's straight time hourly rate.

- a. Administrative time may be accrued to a maximum of one hundred twenty (120) hours. All hours in excess of one hundred twenty (120) will be liquidated at a straight time rate in cash.
 - b. Administrative 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 one hundred twenty (120) hour maximum.
5. 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.
6. Employees shall have the option, upon written notice to their supervisor, unless otherwise prohibited by law, to accrue hours credited and/or worked as Administrative time in lieu of cash.
- B. Special Agents and Special Agent Team Leaders. Overtime worked shall be subject to the following provisions:
1. General.
 - a. Overtime worked from one hundred sixty (160) through one hundred seventy one (171) hours during the work period shall be paid on a straight time basis and be placed in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
 - b. Overtime worked in excess of one hundred seventy one (171) hours shall be paid on a time and one half (1 1/2) basis and placed in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
 2. Compensatory Bank.
 - a. Size of Bank. The maximum amount of hours that may be in the compensatory bank at any one time is one hundred twenty (120) hours.
 - b. Hours Worked in Excess of Bank. All hours worked over the maximum amount of hours in 2(a) shall be compensated in cash.
 3. Cash Liquidation. Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned.
 4. Compensatory Time Liquidation in Cash. At the discretion of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash.
 5. Use of Compensatory Time. Upon agreement with the supervisor, the employee may use compensatory time within thirty (30) days of the date earned. If not used within the thirty (30) day period, the supervisor shall schedule such compensatory time off for the employee.

C. Conservation Officers. Conservation Officers shall be paid at the overtime rate in cash for hours worked in excess of eighty-six (86) hours in the normal fourteen (14) day calendar work period.

Overtime shall be subject to the following conditions:

1. Conservation Officers shall be permitted to work up to eighty-six (86) hours in the fourteen (14) calendar day work period for necessary enforcement activities.
2. Conservation Officers with prior approval from the Regional Enforcement Supervisor or designee, shall be permitted to work over eighty-six (86) hours but not greater than ninety-two (92) hours in the fourteen (14) calendar day work period for emergencies and ongoing enforcement activities.
3. Conservation Officers may only exceed ninety-two (92) hours in the fourteen (14) calendar day work period when specifically authorized by the Director of Enforcement or designee.
4. As operational requirements permit, all reasonable efforts will be made to distribute overtime equitably among employees.
5. Where concentrated hours are necessary to staff season openers, stake-outs and other high activity time periods, hours not worked in previous work periods up to ninety-two (92) may be worked in a subsequent work period under the conditions of parts (1), (2) and (3) above but the accumulative total of hours paid shall not exceed ninety-two (92) hours paid, averaged over the full fiscal year.
6. Any overtime hours worked beyond 86 in the 14 calendar day work period without authorization shall not be eligible for payment. In the event that overtime hours are paid erroneously, the employee shall reimburse the State through pay warrants, or, if severed, by personal payment.

Section 2. 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 3. 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.

The parties agree the 1989-91 contract language for the issue of Conservation Officers' Overtime shall be interpreted in conjunction with Appendix L, a letter from DNR Deputy Commissioner Steven Thorne.

ARTICLE 26

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 14, 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 and to each member annually.

Any disagreements or disputes over the calculation of seniority must be filed within twenty-one (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 27

INSURANCE

Section 1. State Employee Group Insurance Program. During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Article.

Section 2. Eligibility for Group Participation. This section describes eligibility to participate in the Group Insurance Program.

- A. Employees - Basic Eligibility. Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, temporary, and intermittent employees; (2) student workers hired after July 1, 1979; and (3) interns.
- B. Employees - Special Eligibility. The following employees are also eligible to participate in the Group Insurance Program:
1. Job-sharing Employees. Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program may participate in the Group Insurance Program.
 2. DNR Employees. An employee of the Department of Natural Resources may meet the basic eligibility requirement for participation in the Group Insurance Program based on a combination of seasonal and temporary project employment. Eligibility commences after completion of three (3) years of continuous service in which the basic eligibility requirements are met; continues until the employee completes a year in which the basic eligibility requirements are not met; and commences again after the employee meets or is anticipated to meet the basic eligibility requirements in one (1) year.
 3. Seasonal Employees, Pre-7/1/77. A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977, may continue to participate in the Group Insurance Program, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
 4. Part-time and Seasonal Employees, Pre-4/1/67. A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, may continue to participate in the Group Insurance Program.

5. Employees with a Work-related Injury/Disability. An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.
6. Totally Disabled Employees. Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
7. Retired Employees. An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has ten (10) or more years of allowable pension service, and is entitled at the time of retirement to receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

Consistent with M.S. 43A.27, Subdivision 3, a retired employee of the State who receives an annuity under a State retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

C. Dependents. Eligible dependents for the purposes of this Article are as follows:

1. Spouse. The spouse of an eligible employee (if not legally separated). If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other.
2. Children and Grandchildren. An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age 18; or (2) through age 22 if the child or grandchild is a full-time student at an accredited educational institution; or (3) through any age if the child or grandchild is incapable of self-sustaining employment by reason of mental retardation or physical disability and if chiefly dependent on the employee for support.

"Dependent Child" includes an employee's: (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) foster child, and (4) step-child. To be considered a dependent child, a foster child or step-child must be dependent on the employee for his/her principal support and maintenance.

"Dependent Grandchild" includes an employee's: (1) grandchild placed in the legal custody of the employee, (2) grandchild legally adopted by the employee or placed for adoption with the employee, or (3) grandchild who is the dependent child of the employee's unmarried dependent child.

If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent children or grandchildren.

D. Continuation Coverage. Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

- a. termination of employment (except for gross misconduct);
- b. layoff;
- c. reduction of hours to an ineligible status;
- d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
- e. death of employee; or
- f. divorce.

Section 3. Eligibility for Employer Contribution. This section describes eligibility for an Employer Contribution toward the cost of coverage.

A. Full Employer Contribution - Basic Eligibility. The following employees covered by this Agreement receive the full Employer Contribution:

1. Employees who 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.
2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

B. Special Eligibility. The following employees also receive an Employer Contribution:

1. Job-sharing Employees. Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program receives a pro rata Employer Contribution according to the share of the job worked. The pro rata Employer Contribution applies only to health and dental coverages; job-sharing employees receive the full Employer Contribution for basic life coverage.
2. DNR Employees. An employee of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B2.
3. Seasonal Employees, Pre-7/1/77. A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977 remains eligible for that contribution, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
4. Part-time and Seasonal Employees, Pre-4/1/67. A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, remains eligible for that contribution. This exception does not affect eligibility for an Employer Contribution for dental coverage.

D. Continuation Coverage. Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

- a. termination of employment (except for gross misconduct);
- b. layoff;
- c. reduction of hours to an ineligible status;
- d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
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A. Full Employer Contribution - Basic Eligibility. The following employees covered by this Agreement receive the full Employer Contribution:

1. Employees who 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.
2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

B. Special Eligibility. The following employees also receive an Employer Contribution:

1. Job-sharing Employees. Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program receives a pro rata Employer Contribution according to the share of the job worked. The pro rata Employer Contribution applies only to health and dental coverages; job-sharing employees receive the full Employer Contribution for basic life coverage.
2. DNR Employees. An employee of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B2.
3. Seasonal Employees, Pre-7/1/77. A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977 remains eligible for that contribution, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
4. Part-time and Seasonal Employees, Pre-4/1/67. A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, remains eligible for that contribution. This exception does not affect eligibility for an Employer Contribution for dental coverage.

5. Employees on Layoff. A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for six (6) months from the date of layoff.
6. Work-related Injury/Disability. An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.

C. Maintaining Eligibility for Employer Contribution.

1. General. An employee who receives a full Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C5, or while eligible for workers' compensation payments as described in Section 3C6.
2. Unpaid Leave of Absence. If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one working day per pay period.
3. School Year Employment. If an 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 remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one working day in the payroll period immediately preceding such absences.

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on December 20, 1989. The Employer Contribution amounts and rules in effect on June 30, 1989 will continue through December 19, 1989.

A. Contribution Formula - Health Coverage.

1. Employee Coverage. For employee health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee premium of the Lowest Cost Carrier, or the actual employee premium of the health plan chosen by the employee.
2. Dependent Coverage. For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Lowest Cost Carrier, or the actual dependent premium of the health plan chosen by the employee.

3. Lowest Cost Carrier. For the purposes of Section 4A, "Lowest Cost Carrier" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee's permanent work location. "Family premium" is the total of the employee premium and the dependent premium.

The low-cost carrier for each county for the 1990 insurance year is listed in Appendix O. During the 1990 insurance year, the list may be changed only if the low-cost carrier no longer operates in a county.

The list for the 1991 insurance year shall be established in accordance with the following procedures:

- a. At least twelve (12) weeks prior to the open enrollment period for the 1991 insurance year, the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the low-cost carrier for each county.
- b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit counties in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1990 insurance year was negotiated, one or more of the following has occurred:

- (1) changes in the network of one or more of the plans offered;
- (2) changes in premium amounts affecting which plan is low cost;
- (3) the addition or deletion of carriers affecting which plan is low cost.

Absent agreement on a neutral expert the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half of the fees and expenses of the neutral shall be paid by the Employer and one-half by the exclusive representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

- c. The decision of the neutral shall be issued within two (2) working days after the hearing.
4. Employee Work Location. The Employer Contribution for each employee is based on the employee's permanent work location on the effective date of each new insurance year. If the health plan an employee is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

B. Contribution Formula - Dental Coverage.

1. Employee Coverage. For employee dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee.

2. Dependent Coverage. For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

C. Contribution Formula - Basic Life Coverage. For employee basic life coverage and accidental death and dismemberment coverage, the Employer contributes one-hundred (100) percent of the cost.

Section 5. Coverage Changes and Effective Dates.

A. When Coverage May Be Chosen. An employee must make his/her choice of plans and choice of dependent coverage (if applicable) at the time of initial employment or during an open enrollment period. An employee may change his/her health or dental plan if the employee changes to a new permanent work location, and the employee's current plan is not available at the new work location. An employee may also add dependent health or dental coverage within thirty (30) days after the following events:

1. If an employee becomes married, the employee may add his/her spouse and any dependent children/grandchildren acquired as a result of the marriage.
2. If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren who lost coverage as a result of the spouse's loss of coverage.
3. If an employee acquires a dependent child/grandchild, the employee may add coverage for that child/grandchild.

B. Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the employee's first day of employment, re-employment, re-hire, or reinstatement with the State. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependent's coverage become effective before the employee's coverage.

C. Delay in Coverage Effective Date. Except for dependent coverage for newborn children, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, an employee or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the employee's or dependent's hospital discharge. However, initial employee-only coverage may begin if the employee's dependent is hospitalized.

The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.

D. Open Enrollment.

1. Frequency and Duration. There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on December 20, 1989 in the first year of this Agreement, and on January 2, 1991 in the second year of this Agreement.
2. Eligibility to Participate. An employee eligible to participate in the Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may change his/her health or dental plan during open enrollment, but may not add coverages: (1) a former employee or dependent on continued coverage, as described in Section 2D; or (2) an early retiree prior to becoming eligible for regular Medicare coverage.
3. Materials for Employee Choice. Prior to each open enrollment, the Appointing Authority will give each employee a statement of his/her current coverage and a copy of the Summary Plan Document.

- E. Coverage Selection Prior to Retirement. An employee who retires and is entitled to receive an annuity under a State retirement program may change his/her health or dental plan during the thirty (30) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverages.

A. Employee and Dependent Health Coverage.

1. Coverage Options. Eligible employees must select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Health Plan is determined by Section 6A2.
2. Coverage Under the State Health Plan. From July 1, 1989 through December 19, 1989, coverage under the State Health Plan will continue at the level in effect on June 30, 1989. Effective December 20, 1989, the State Health Plan will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from health care providers not in the State Health Plan network. Services provided through the State Health Plan are subject to the State Health Plan's managed care procedures and principles, including standards of medical necessity and appropriate practice.

- a. Inpatient hospital services. \$100 deductible per person per year, maximum \$200 per family per year. After deductible is satisfied, 80% coverage up to a maximum annual copayment of \$580 per person, \$1,160 maximum annual copayment per family; 100% coverage thereafter.
- b. Outpatient surgery center services. 100% coverage.
- c. Outpatient emergency and urgicenter services. \$30 copayment per visit for outpatient emergency visits and \$15 copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; 100% coverage thereafter.
- d. Out-of-network services. \$300 deductible per person per year, maximum \$600 deductible per family per year. After deductible is satisfied, 70% coverage up to a maximum annual copayment of \$3,000 per person, \$6,000 per family; 100% coverage thereafter. The out-of-network deductibles and copayments are separate from the in-network deductibles and copayments (Section 6A2a).
- e. Home health services. 100% coverage up to a maximum of \$5,000 eligible expenses per person per year.
- f. X-rays and laboratory tests. 100% coverage.
- g. Preventive care. 100% coverage.
- h. Physicians services. 100% coverage.
- i. Eye exams. 100% coverage (limited to one routine examination per year).
- j. Mental health services - inpatient. Inpatient hospital services deductible and copayments apply (Section 6A2a), except that coverage is limited to a maximum of seventy-three (73) days per year. No coverage for services obtained from out-of-network providers.
- k. Mental health services - outpatient. 80% coverage for up to forty (40) hours per year; hours eleven - forty (11 - 40) require preauthorization. No coverage for services obtained from out-of-network providers.
- l. Chemical dependency services - inpatient. Inpatient hospital services deductible, copayments, and coverage levels apply, except that coverage is limited to a maximum of seventy-three (73) days per year. No coverage for services obtained from out-of-network providers.
- m. Chemical dependency services - outpatient. 100% coverage for up to sixty-five (65) hours per year (two (2) group-session hours count as one (1) hour). No coverage for services obtained from out-of-network providers.
- n. Chiropractic services. 100% coverage. No coverage for services obtained from out-of-network providers.

- o. Prescription drugs. For the 1990 insurance year, \$5 copayment per prescription or refill for a thirty-four (34)-day supply, or a one hundred (100)-day supply for approved maintenance drugs; \$11 copayment for non-formulary drugs; 100% coverage after copayment. For the 1991 insurance year, \$6 copayment per prescription, \$12 for non-formulary drugs.
 - p. Durable medical equipment. 80% coverage.
 - q. Ambulance. 80% coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport.)
 - r. Lifetime maximum. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is \$1,000,000 for coverage through the State Health Plan provider network, and \$500,000 for coverage outside the provider network. The out-of-network maximum is part of, and not in addition to, the in-network maximum.
3. Coordination with Workers' Compensation. When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to M.S. 176.191, Subdivision 3.
4. Health Promotion and Health Education. Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
- a. Develop Programs. The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall meet and confer with the exclusive representative and may include other interested exclusive representatives. Agenda topics shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.
 - b. Health Plan Specification. The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.
 - c. Employee Participation. The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon

meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a prorata combination of both. Employees may be reimbursed for 75 percent of tuition or registration costs upon successful completion of the program. Any exception to the 75 percent amount must be approved by the Department of Employee Relations. Employees may be granted release time, including the travel time, in lieu of reimbursement.

B. Employee and Dependent Dental Coverage.

1. Coverage Options. Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.
2. Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:
 - a. Deductible. An annual deductible of \$25 per person applies to State Dental Plan basic, special, and prosthetic coverage. The deductible must be satisfied before coverage begins.
 - b. Copayments. The State Dental Plan covers 80 percent of eligible expenses for diagnostic and preventive services, basic and special services, and orthodontics, and 50 percent of eligible expenses for prosthetics, except for:
 - (1) Expenses incurred before the deductible is satisfied, as described in Section 6B2a.
 - (2) Expenses incurred after the annual maximum is reached, as described in Section 6A2c.
 - c. Annual Maximums. State Dental Plan coverage is subject to a \$1,000 annual maximum in eligible expenses per person.
 - d. Covered Services. The State Dental Plan covers allowable charges for the following eligible services subject to the copayments and limits stated in Section 6B2. For all covered services, the usual, customary, and reasonable charge is based on State Dental Plan dentists. The amount of an enrollee's obligation may be greater if the dentist does not participate in the State Dental Plan.
 - Diagnostic and preventive services.
 - Basic and special services.
 - Prosthetics.
 - Orthodontics.

C. Employee Life Coverage.

1. Basic Life and Accidental Death and Dismemberment Coverage. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for a full or partial Employer Contribution, as described in Section 4. Any premium paid by the State in excess of \$50,000 coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of \$50,000 by filing a waiver in accord with Department of Finance procedures.

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance Coverage</u>	<u>Accidental Death and Dismemberment Principal Sum</u>
\$10,000 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - \$25,000	\$25,000	\$25,000
\$25,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$35,000	\$35,000	\$35,000
\$35,001 - \$40,000	\$40,000	\$40,000
\$40,001 - \$45,000	\$45,000	\$45,000
\$45,001 - \$50,000	\$50,000	\$50,000
Over \$50,000	\$55,000	\$55,000

2. Extended Benefits. 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.
3. Additional Death Benefit. Employees who retire on or after July 1, 1985, shall be entitled to a \$500 death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled for an annuity under a State retirement program. A \$500 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, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 7. Optional Coverages. From July 1, 1989 through December 19, 1989, the optional coverages available will remain the same as on June 30, 1989. Effective December 20, 1989, the following optional insurance coverages may be purchased by employees eligible to participate in the Group Insurance Program:

A. Life Coverage.

1. Employee. An employee may purchase up to \$250,000 additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to \$10,000 in optional employee life coverage within sixty (60) days of hire without evidence of insurability.
2. Spouse. An employee may purchase life insurance coverage for his/her spouse, subject to satisfactory evidence of insurability. In order to purchase spousal coverage in excess of \$5,000, the employee must carry

equal or greater optional life coverage for him/herself. A new employee may purchase \$5,000 in optional spouse life coverage within sixty (60) days of hire without evidence of insurability.

3. Children/Grandchildren. An employee may purchase life insurance of \$5,000 for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) days of employment. Child/grandchild coverage commences fourteen (14) days after birth.
4. Waiver of Premium. In the event an employee becomes totally disabled before age 70, there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.

B. Disability Coverage.

1. Short-term Disability Coverage. An employee may purchase short-term disability coverage that provides benefits of from \$300 to \$1,500 per month, up to two-thirds of an employee's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness.
2. Long-term Disability Coverage. An employee may purchase long-term disability coverage that provides benefits of from \$200 to \$2,000 per month, based on the employee's salary, commencing on the 181st day of total disability, subject to evidence of insurability. In the event that the employee becomes totally disabled before age 70, the premiums on this benefit shall be waived.

- C. Accidental Death and Dismemberment Coverage. An employee may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from \$5,000 to \$100,000, subject to evidence of insurability for coverage purchased in excess of \$15,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. An employee may also purchase from \$5,000 to \$25,000 in coverage for his/her spouse, but not in excess of the amount carried by the employee.

ARTICLE 28

WAGES

Section 1. Conservation Officers', Special Agents and Special Agents Team Leaders', Salaries.

A. 1989-1991 Salary Ranges.

The 1989-1991 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendices "D", "E", and "F".

The 1989-1991 Salary Ranges for Special Agents, and Special Agent Team Leaders shall be those contained in Appendices "G", "H", and "I".

B. Conversion.

Effective on the dates contained in the salary Appendices, employees shall convert to the same relative salary step within the salary range for their respective classification.

C. 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	1
	F to G	1

2. Special Agents and Special Agent Team Leaders.

Employees in the classifications Special Agent and Special Agent Team Leader 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	1
	F to G	1

All increases authorized by this Section 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.

- D. 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.
- E. 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 and the work out of class assignment exceeds ten (10) 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.
- F. Probationary Period. Employees hired into the classes of Natural Resources Specialist I, III or IV, Special Agent and Special Agent Team Leader shall serve a probationary period of two thousand eighty eight (2,088) 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.
- G. 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. 1989-1991 Salary Ranges. The 1989-1991 Salary Ranges for Trooper, Trooper 1 and Corporal shall be those contained in Appendices "J" and "K" effective on the dates contained in the salary Appendices.
- B. Conversion. Effective on the dates contained in the salary Appendices, all employees shall convert to the same relative salary step within the salary range for their respective classification.
- C. 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.
- D. 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 sixty-five dollars (\$65.00) 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.

- E. 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.
- F. 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 11% of his/her base pay, in addition to that base pay. Personnel designated by the Chief State Patrol Officer as as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive a differential equal to 13% 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.
- G. Probationary Period. Employees hired into the class of Trooper shall serve a probationary period of two thousand eighty eight (2,088) 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.
- H. 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.
- I. Special Assignment Differential. Troopers assigned to district investigations, 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.
- J. Technical Sergeant Pay. Employees designated as "Technical Sergeant" shall be paid an additional eight percent (8%) above their current rate, rounded to the nearest dollar for the duration of the appointment. Technical Sergeants appointed prior to this contract's effective date shall maintain their current rate of pay if greater than eight percent (8%), and shall receive the two (2) five percent (5%) general adjustments.

Section 3. Health and Dental Premium Expense Account. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 4. Dependent Care Expense Account. The Employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

ARTICLE 29

EARLY RETIREMENT INCENTIVES

Section 1. Eligibility. Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is covered by the State Patrol Retirement Fund and who is eligible for an annuity may elect either during the pay period in which his/her fifty-fifth (55th) birthday occurs or during the pay period in which his/her next anniversary date occurs, to take advantage of the early retirement incentive.

Section 2. Incentive. Employees who are eligible and who elect to exercise the option to retire early shall receive the State paid portion of health and dental insurance benefits for themselves and their dependents until the employee reaches age 65 provided the employee was eligible for such benefits at the time of retirement. The employee shall receive the health and dental insurance coverage to which the employee was entitled at the time of retirement, subject to any changes in coverages in accord with this or any subsequent contract.

ARTICLE 30

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 that 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 31

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 32

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the 6th day of SEPTEMBER, 1989, subject to ratification by the Seventy-Sixth (76th) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 1991.

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

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

In the event that 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 5th day of SEPTEMBER, 1989.

FOR THE ASSOCIATION

Fred Petersen
Fred Petersen, President
MN State Patrol Troopers
Association

Michael Hamm
Michael Hamm, President
MN Conservation Officers'
Association

Tim Shanley
Tim Shanley, President
MN Bureau of Criminal Apprehension
Agents' Association

Dennis Olson
Dennis Olson, President
MN Law Enforcement Association

Brian F. Rice
Brian Rice, Esq.
Attorney
MN Law Enforcement Association

Peter Teiger

Bernard K. Jensen

John Matyas

James E. Kowal

Robert Wellisch

Robert R. Burdum

Dennis E. Brichler

FOR THE EMPLOYER

Nina Rothchild
Nina Rothchild, Commissioner
MN Department of Employee Relations

Lance Teachworth
Lance Teachworth, State Negotiator
MN Department of Employee Relations

Craig M. Ayers
Craig M. Ayers
Assistant State Negotiator
MN Department of Employee Relations

Rebecca Tholen
Rebecca Tholen
Labor Relations Representative
MN Department of Employee Relations

Michael J. Goar
Michael Goar
Labor Relations Representative
MN Department of Employee Relations

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 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	¾	1	1½	1½	1½	1½	1½
At least 19½, but less than 29½	1	1½	1½	2	2	2½	2½
At least 29½, but less than 39½	1½	2	2½	3	3	3½	3½
At least 39½, but less than 49½	2	2½	3½	3½	4	4½	4½
At least 49½, but less than 59½	2½	3½	4½	4½	5	5½	5½
At least 59½, but less than 69½	3	3½	5½	5½	6	6½	6½
At least 69½, but less than 79½	3½	4½	6½	6½	7	7½	8
At least 79½	4	5	7	7½	8	8½	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.
- 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:
1. Cease the performance of duties that could create a conflict of interest and notify the appointing authority within one working day of such cessation.

and

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

and

3. Take either of the following courses of action:
 - a. Deliver the statement to his or her appointing authority and request a clarification of the possibility of a conflict of interest. The appointing authority may request an advisory opinion from the Commissioner of Employee Relations or legal counsel. A copy of any advisory opinion issued by an appointing authority shall be sent to the Commissioner of Employee Relations.
 - b. Request an advisory opinion directly from the Commissioner of Employee Relations by delivering the statement to the Commissioner. The Commissioner shall issue an advisory opinion within seven days and provide a copy to the employee and appointing authority.
4. If the employee, appointing authority or Commissioner determine that a conflict of interest exists, the employee shall, if possible, be relieved of the assignment, and the appointing authority shall assign the matter to another qualified employee who does not have a conflict of interest. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.
5. A conflict of interest shall be deemed to exist when a review of the situation by the employee, the appointing authority or the commissioner determines any one of the following conditions to be present:
 - a. The use for private gain or advantage of State time, facilities, equipment or supplies or the badge, uniform, prestige or influence of the State office or employment;
 - b. Receipt or acceptance by the employee of any money or other thing of value from anyone other than the State for the performance of an act which the employee would be required or expected to perform in the regular course or hours of State employment or as part of his or her duties as an employee;

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

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

Compensation Grid 1C
Unit 201 Law Enforcement

Series P Ranges 10 - 13
Effective 07/01/89 - 07/09/90

Step:		A	B	C	D	E	F	G	
Range			After 1 Year	After 1 Add. Year					
10	Natural Resources	YR	22,968	23,782	24,597	25,494	26,413	27,436	28,480
	Specialist	MO	1,914	1,982	2,050	2,125	2,201	2,286	2,373
	I (Cons. Officer)	HR	11.00	11.39	11.78	12.21	12.65	13.14	13.64
11	Natural Resources	YR	23,782	24,597	25,494	26,413	27,436	29,524	31,800
	Specialist	MO	1,982	2,050	2,125	2,201	2,286	2,460	2,650
	II (Cons. Officer)	HR	11.39	11.78	12.21	12.65	13.14	14.14	15.23
12	Natural Resources	YR	26,413	27,436	28,480	29,524	30,631	32,928	35,496
	Specialist	MO	2,201	2,286	2,373	2,460	2,553	2,744	2,958
	III (Cons. Officer)	HR	12.65	13.14	13.64	14.14	14.67	15.77	17.00
13	Natural Resources	YR	29,524	30,631	31,800	32,928	34,181	36,832	39,651
	Specialist	MO	2,460	2,553	2,650	2,744	2,848	3,069	3,304
	IV (Cons. Officer)	HR	14.14	14.67	15.23	15.77	16.37	17.64	18.99

APPENDIX E

Compensation Grid 1C
Unit 201 Law Enforcement

Series P Ranges 10 - 13
Effective 07/10/90 - 01/01/91

Range	Step:		A	B	C	D	E	F	G
				After 1 Year	After 1 Add. Year				
10	Natural								
	Resources	YR	24,116	24,972	25,829	26,768	27,729	28,814	29,900
	Specialist	MO	2,010	2,081	2,152	2,231	2,311	2,401	2,492
11	I (Cons. Officer)	HR	11.55	11.96	12.37	12.82	13.28	13.80	14.32
	Natural								
	Resources	YR	24,972	25,829	26,768	27,729	28,814	31,007	33,387
12	Specialist	MO	2,081	2,152	2,231	2,311	2,401	2,584	2,782
	II (Cons. Officer)	HR	11.96	12.37	12.82	13.28	13.80	14.85	15.99
	Natural								
13	Resources	YR	27,729	28,814	29,900	31,007	32,155	34,577	37,271
	Specialist	MO	2,311	2,401	2,492	2,584	2,680	2,881	3,106
	III (Cons. Officer)	HR	13.28	13.80	14.32	14.85	15.40	16.56	17.85
13	Natural								
	Resources	YR	31,007	32,155	33,387	34,577	35,893	38,670	41,635
	Specialist	MO	2,584	2,680	2,782	2,881	2,991	3,222	3,470
13	IV (Cons. Officer)	HR	14.85	15.40	15.99	16.56	17.19	18.52	19.94

APPENDIX F

Compensation Grid 1C
Unit 201 Law Enforcement

Series P Ranges 10 - 13
Effective 01/02/91 - 06/30/91

Step:		A	B	C	D	E	F	G	
Range			After 1 Year	After 1 Add. Year					
10	Natural Resources	YR	24,116	24,972	25,829	26,768	27,729	28,814	29,900
	Specialist	MO	2,010	2,081	2,152	2,231	2,311	2,401	2,492
	I (Cons. Officer)	HR	11.55	11.96	12.37	12.82	13.28	13.80	14.32
11	Natural Resources	YR	24,972	25,829	26,768	27,729	28,814	31,007	33,721
	Specialist	MO	2,081	2,152	2,231	2,311	2,401	2,584	2,810
	II (Cons. Officer)	HR	11.96	12.37	12.82	13.28	13.80	14.85	16.15
12	Natural Resources	YR	27,729	28,814	29,900	31,007	32,155	34,577	37,271
	Specialist	MO	2,311	2,401	2,492	2,584	2,680	2,881	3,106
	III (Cons. Officer)	HR	13.28	13.80	14.32	14.85	15.40	16.56	17.85
13	Natural Resources	YR	31,007	32,155	33,387	34,577	35,893	38,670	41,635
	Specialist	MO	2,584	2,680	2,782	2,881	2,991	3,222	3,470
	IV (Cons. Officer)	HR	14.85	15.40	15.99	16.56	17.19	18.52	19.94

APPENDIX G

Compensation Grid 1B
Unit 201 Law Enforcement

Series P Ranges 22 - 23
Effective 07/01/89 - 07/17/90

		Step:	A	B	C	D	E	F	G
Range				After 1 Year	After 1 Add. Year				
22	Special Agent	YR	32,468	33,492	34,703	36,039	37,313	39,401	41,509
		MO	2,706	2,791	2,892	3,003	3,109	3,283	3,459
		HR	15.55	16.04	16.62	17.26	17.87	18.87	19.88
23	Special Agent Team Leader	YR	33,492	34,703	36,039	37,313	38,607	41,509	44,537
		MO	2,791	2,892	3,003	3,109	3,217	3,459	3,711
		HR	16.04	16.62	17.26	17.87	18.49	19.88	21.33

APPENDIX H

Compensation Grid 1B
Unit 201 Law Enforcement

Series P Ranges 22 - 23
Effective 07/18/90 - 01/01/91

		Step:	A	B	C	D	E	F	G
Range				After 1 Year	After 1 Add. Year				
22	Special Agent	YR	34,097	35,162	36,436	37,835	39,171	41,363	43,577
		MO	2,841	2,930	3,036	3,153	3,264	3,447	3,631
		HR	16.33	16.84	17.45	18.12	18.76	19.81	20.87
23	Special Agent Team Leader	YR	35,162	36,436	37,835	39,171	40,528	43,577	46,771
		MO	2,930	3,036	3,153	3,264	3,377	3,631	3,898
		HR	16.84	17.45	18.12	18.76	19.41	20.87	22.40

APPENDIX I

Compensation Grid 1B
Unit 201 Law Enforcement

Series P Ranges 22 - 23
Effective 01/02/91 - 06/30/91

		Step:	A	B	C	D	E	F	G
				After 1 Year	After 1 Add. Year				
Range									
22	Special Agent	YR	34,097	35,162	36,436	37,835	39,171	41,363	44,015
		MO	2,841	2,930	3,036	3,153	3,264	3,447	3,668
		HR	16.33	16.84	17.45	18.12	18.76	19.81	21.08
23	Special Agent Team Leader	YR	35,162	36,436	37,835	39,171	40,528	43,577	46,771
		MO	2,930	3,036	3,153	3,264	3,377	3,631	3,898
		HR	16.84	17.45	18.12	18.76	19.41	20.87	22.40

APPENDIX J

Compensation Grid 1A
Unit 201 Law Enforcement

Series P Ranges 01 - 03
Effective 07/01/89 - 07/17/90

		Step:	A	B	C	D	E	F	G
			Base	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
01	State	YR	23,928	26,852	27,791	29,044	30,568	31,612	34,076
	Patrol	MO	1,994	2,238	2,316	2,420	2,547	2,634	2,840
	Trooper	HR	11.46	12.86	13.31	13.91	14.64	15.14	16.32
			After 5 Years	After 8 Years					
02	State	YR	31,612	34,076					
	Patrol	MO	2,634	2,840					
	Trooper 1	HR	15.14	16.32					
			After 10 Years	After 13 Years	After 15 Years				
03	State	YR	34,076	34,389	34,619				
	Patrol	MO	2,840	2,866	2,885				
	Corporal	HR	16.32	16.47	16.58				

APPENDIX K

Compensation Grid 1A
Unit 201 Law Enforcement

Series P Ranges 01 - 03
Effective 07/18/90 - 06/30/91

		Step:	A	B	C	D	E	F	G
			Base	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
01	State	YR	25,119	28,188	29,190	30,506	32,093	33,199	35,788
	Patrol	MO	2,093	2,349	2,433	2,542	2,674	2,767	2,982
	Trooper	HR	12.03	13.50	13.98	14.61	15.37	15.90	17.14
				After 5 Years	After 8 Years				
02	State	YR	33,199	35,788					
	Patrol	MO	2,767	2,982					
	Trooper 1	HR	15.90	17.14					
				After 10 Years	After 13 Years	After 15 Years			
03	State	YR	35,788	36,102	37,438				
	Patrol	MO	2,982	3,008	3,120				
	Corporal	HR	17.14	17.29	17.93				

APPENDIX L

August 17, 1989

Brian Rice
Attorney at Law
Best and Flanagan
3500 IDS Center
Minneapolis, Minnesota 55402

Dear Mr. Rice:

This memo is intended to set forth the DNR's practice of overtime distribution for Conservation Officers pursuant to Article 25, Section IC.

It is expected that the typical CO's schedule would range from 80-86 hours per 14 day work period. Authorized hours in excess of 86 up to a maximum of 92 hours each work period would be included in the annualized average figure. Hours in excess of 80 must be authorized. In the event a CO does not utilize all of the 92 maximum hours allowed in one work period, the unworked hours may be transferred to a subsequent work period. Such a transfer of hours is intended and would only be for use during high activity periods such as season openers, fish runs, stake outs, etc.

Each CO is expected to manage his/her hours so that the 92 hour maximum is not exceeded, on average, over the year. If it becomes obvious that an officer will exceed that average his/her hours will be adjusted accordingly by the Director of Enforcement or his designee.

The following is an example of how the system would work:

156 straight time hours and 156 overtime hours are the outside maximum hours that could be worked each year, based on 26 work periods.

Hours

Straight O.T.

156	156
<u>-2</u>	<u>-</u>
154	156

1st work period - 82 hours are recorded. Since the hours from 80-86 are straight time hours those extra hours between 80 & 86 are deducted from the straight time bank. 156 minus 2 = 154 straight time hours left.

Hours

Straight O.T.

154	156
<u>-6</u>	<u>-4</u>
148	152

2nd work period - 90 hours are recorded. 6 hours are subtracted from the straight time bank (154 minus 6) which leaves 148 hours in the straight time bank. Hours in excess of 86 are deducted from the overtime bank. (156 minus the 4 hours in excess of 86) or 152 hours left in the overtime bank.

Hours

Straight O.T.

148	152
<u>-6</u>	<u>-12</u>
142	140

3rd work period - 98 hours are recorded. 148 minus 6 = 142 straight time balance. The remaining 12 hours (those in excess of 86) are deducted from the overtime bank, leaving 140 overtime hours.

This capsulizes the overtime availability and field operations situations that have been addressed through bargaining.

Thanks for your cooperation.

Sincerely,



Steven G. Thorne
Deputy Commissioner

APPENDIX M

June 12, 1987

Fred Peterson
President
MN State Patrol Troopers Assn.

Dear Fred:

During negotiations for the 1987-89 Agreement, a question arose regarding interpretation of Article 24, Hours of Work, Sections 3E and 3F concerning lunch and rest periods. Regarding this question, the Employer agrees that these Sections do not prohibit Troopers from taking lunch and break periods during the first and last hour of the work day. They may do so provided that they have received authorization from District supervisors and are not disrupting operational requirements such as periods of high traffic volume. I hope this letter clarifies this issues.

Sincerely,



John Kuderka
Labor Relations Representative Principal

JK:cn

APPENDIX N

DRUG AND ALCOHOL TESTING POLICY

1. INTRODUCTION

This drug and alcohol testing policy is intended to conform to state law as set forth in Minnesota Statutes 181.950, et. seq., and is as follows:

2. DEFINITIONS

- A. "Confirmatory Testing" and "Confirmatory Retest" mean a drug or alcohol test that uses a method of analysis approved by the Commissioner of Health as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
- B. "Drug" means a controlled substance as defined in Minnesota Statutes 152.01, subd. 4.
- C. "Drug and Alcohol Testing", "Drug or Alcohol Testing", and "Drug or Alcohol Test", mean analysis of a body component sample approved by the Commissioner of Health, including blood and urine, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- D. "Initial Screening Test" means a drug or alcohol test which uses a method of analysis approved by the Commissioner of Health as being capable of providing data as to general classes or drugs, alcohol, or their metabolites.
- E. "Positive Test Result" means a finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold deduction levels set by the Commissioner of Health; until threshold detection levels are set by the Commissioner of Health, the presence of alcohol, drugs or metabolite at or above the following levels shall be considered to be a positive test result:

<u>Substance</u>	<u>Initial Screening</u>	<u>Confirmatory</u>
Alcohol (urine)	.02 Gm/67 ml of urine	.02 Gm/67 ml of urine
Alcohol (blood)	.02 Gm/100 ml of blood	.02 Gm/100 ml of blood
Amphetamines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
PCP (phencyclidine)	75 ng/ml	25 ng/ml
THC metabolite (marijuana)	100 ng/ml	15 ng/ml
LSD (Lysergic acid diethylamide)	5 ng/ml	5 ng/ml
3,4-methylenedioxy amphetamine	300 ng/ml	300 ng/ml
All others	1000 ng/ml	1000 ng/ml

"Gm" means gram(s).
"L" means liter(s).
"ml" means milliliter(s).
"Ng/ml" means nanograms per milliliter.

- F. "Under the Influence" for the purpose of testing, means having the presence of a drug or alcohol at or above the level of a positive test result.
- G. "Probable Cause" means first hand observations or reliable information based on specific facts and rational inferences drawn from those observations and information.
- H. "Valid Medical Reason" means, 1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the employee as the person for whose use it is intended; and, 2) the drug was prescribed, administered, and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes 152.12; and, 3) the drug was used in accord with the terms of the prescription. Use of any over the counter medication in accord with the terms of the product's directions for use shall also constitute a valid medical reason.

3. PERSONS SUBJECT TO TESTING

All employees are subject to testing under applicable sections of this policy. However, no person will be tested for drugs or alcohol under this policy without the person's consent. The Appointing Authority will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this policy.

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. Probable Cause Testing.

The Appointing Authority may request or require an employee to undergo drug and alcohol testing if the Appointing Authority has probable cause related to the performance of the job that the employee:

- 1. is under the influence of drugs or alcohol while the employee is working or while the employee is on the Appointing Authority's premises or operating the Appointing Authority's vehicle, machinery or equipment; or,
- 2. has violated the Appointing Authority's written work rules (dated March 18, 1989) prohibiting the use, possession, sale or transfer of drugs or alcohol insofar as the work rules apply to on-duty conduct.

5. REFUSAL TO UNDERGO TESTING

- A. Right to Refuse: Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, no such test shall be given.

- B. Consequences of Refusal: If any employee refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, the employee may be subject to possible discipline or discharge.

Refusal to sign the Drug and Alcohol Screen Exam Consent Form shall be deemed a refusal to test and the employee may be subject to possible discipline or discharge.

Once the consent form has been signed, the employee must cooperate fully with the persons administering the test. Failure to do so may result in disciplinary action or discharge.

Any discipline given pursuant to this section may be grieved under Article 9.

- C. Refusal on Religious Grounds: No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo drug or alcohol testing of a urine sample.

6. PROCEDURE FOR TESTING

- A. Notification form: Before requesting an employee to undergo drug or alcohol testing, the Appointing Authority shall provide the individual with a form on which to 1) acknowledge that the individual has seen a copy of the Appointing Authority's drug and alcohol testing policy, and 2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently (within the last month) taken, and any other information relevant to the reliability of, or explanation for, a positive test result, and 3) indicate consent to undergo the drug and alcohol testing. This shall be done on the Drug and Alcohol Screen Exam Consent Form. Upon request and whenever practicable, the employee is entitled to an Association Representative at the point the Appointing Authority requests or requires the employee to be tested.
- B. Test Sample: The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent of practicable, consistent with preventing tampering with the sample, and shall conform with applicable rules of the Commissioner of Health. All test samples shall be obtained by or under the direct supervision of a health care professional from a medical facility of the Appointing Authority's selection. However, such facility cannot be a state owned or operated medical facility.
- C. Identification of Samples: Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be immediately labeled with the subject's social security number, be initialed by the subject, and be signed and dated by the person witnessing the sample.
- D. Chain of Custody: The Appointing Authority shall maintain a written record of the chain of custody of the sample and ensure proper handling thereof, and comply with the rules adopted by the Commissioner of Health pertaining to chain of custody; until the rules

are adopted by the Commissioner, the written record shall include a signature of each person accepting transfer of the sample, the date and time of the transfer, and a notation about the condition of the seal at the time of the transfer.

- E. Laboratory: All drug or alcohol testing shall use the services of a testing laboratory licensed by the Commissioner of Health or qualifying under the transitional laboratory requirements set forth in Minnesota Statutes; however no test shall be conducted by a testing laboratory owned and operated by the state.
- F. Methods of Analysis: The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol test results including standards for initial screening tests and confirmatory tests. The method of analysis shall use immuno-chemical technology or chromatography for initial screening tests, and confirmation must be gas chromatography/mass spectrometry, except that where gas chromatography/mass spectrometry is not the scientifically accepted method of choice, the test must be confirmed by a method using some form of chromatography.
- G. Retention and Storage: Retention and storage procedures shall comply with the rules adopted by the Commissioner of Health, and all samples that produced a positive test result shall be retained and properly stored for at least six months.
- H. Test Report: The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report to the Appointing Authority within three working days after obtaining the final test result.

7. RIGHTS OF EMPLOYEES

Within three working days after receipt of the test result report from the testing laboratory, the Appointing Authority shall inform in writing an employee who has undergone drug or alcohol testing of:

- a. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
- b. The right to request and receive from the Appointing Authority a copy of the test result report;
- c. The right to request in writing within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory of the employee's choice. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee;
- d. The right to submit information to the Appointing Authority within three working days after notice of a positive test result to explain that result;

e. The right of an employee, for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test required by the Appointing Authority, not to be discharged unless the following condition has been met:

- 1) The Appointing Authority has first given the employee an opportunity to participate in, at the employee's expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency.

The employee may be discharged if he/she has either refused to participate in the counseling or rehabilitation program, or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

A determination by the certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary fulfills the employee's above-specified obligation.

- f. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;
- g. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Appointing Authority concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon or after hire;
- h. The right to access to information in the subject's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports on acquired information;
- i. The right of an employee who has made a timely request for a confirmatory retest to suffer no adverse personnel action if the confirmatory retest does not confirm the result of the original confirmatory test, using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

8. ACTION AFTER TEST

The Appointing Authority will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of a positive test result from an initial screening testing that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Appointing Authority will do the following unless the employee has furnished a valid medical reason for the positive test result:

- a. The employee will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the Appointing Authority has a chemical dependency or abuse problem, the employer will give the employee an opportunity to participate in, at the employee's expense, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion, or by a positive test result on a confirmatory test after completion of the program, the employer may discharge the employee.
- b. Nothing in this policy limits the right of the Appointing Authority to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test.

9. DATA PRIVACY

The purpose of collecting a body component sample of blood, breath or urine is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The Appointing Authority may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order. All data on the request for a test, the testing, the test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, manager, or confidential employees directly involved in the case.

10. APPEAL PROCEDURES

Employees disciplined or discharged under this drug and alcohol testing policy may grieve such actions in accord with the contractual grievance procedures.

11. DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM

Employee Name _____ Social Security No. _____

Date of Birth ___ / ___ / ___ M ___ F ___ Date ___ / ___ / ___ Time _____ am/pm

Name of Supervisor/Agent Requesting Exam _____

Name of Appointing Authority or Designee Authorizing Testing _____

Medical Consent:

I consent to an examination and the collection of blood and urine specimens by _____ and the release of the test results by _____ laboratory as requested by the (Appointing Authority) to determine the presence of alcohol and/or drugs, if any.

Authorization to Release Information:

I authorize the testing facility, to release any and all medical information obtained during this exam and testing procedure to the (Appointing Authority).

Acknowledgment:

I acknowledge that I was given and/or have seen the State of Minnesota's Drug and Alcohol Testing in the Workplace Policy.

I acknowledge that the results of this Drug and Alcohol Testing may affect my employment status as stated in the policy.

I am currently taking or have recently (within the last month) taken the following over-the-counter or prescription medications (if none, write "none").

Other information relevant to the reliability of, or explanation for, a positive test result (if none, so state).

Witnessed By:

Employee's Signature

Dated: _____

Dated: _____

APPENDIX O

LOW-COST HEALTH PLAN BY COUNTY -- 1990 INSURANCE YEAR

<u>County</u>	<u>Low-Cost Health Plan</u>	<u>County</u>	<u>Low-Cost Health Plan</u>
Aitkin	PHP	Mahnomen	State Health Plan
Anoka	Group Health	Marshall	State Health Plan
Becker	State Health Plan	Martin	State Health Plan
Beltrami	State Health Plan	Meeker	PHP
Benton	Central Minnesota Group Health	Mille Lacs	PHP
Big Stone	State Health Plan	Morrison	PHP
Blue Earth	State Health Plan	Mower	State Health Plan
Brown	State Health Plan	Murray	State Health Plan
Carlton	First Plan	Nicollet	PHP
Carver	Group Health	Nobles	MedCenters
Cass	State Health Plan	Norman	State Health Plan
Chippewa	State Health Plan	Olmsted	State Health Plan
Chisago	Group Health	Otter Tail	State Health Plan
Clay	State Health Plan	Pennington	State Health Plan
Clearwater	State Health Plan	Pine	PHP
Cook	State Health Plan	Pipestone	State Health Plan
Cottonwood	State Health Plan	Polk	State Health Plan
Crow Wing	State Health Plan	Pope	PHP
Dakota	Group Health	Ramsey	Group Health
Dodge	State Health Plan	Red Lake	State Health Plan
Douglas	State Health Plan	Redwood	State Health Plan
Faribault	State Health Plan	Renville	PHP
Fillmore	State Health Plan	Rice	State Health Plan
Freeborn	State Health Plan	Rock	State Health Plan
Goodhue	MedCenters	Roseau	State Health Plan
Grant	PHP	St. Louis	State Health Plan
Hennepin	Group Health	Scott	Group Health
Houston	State Health Plan	Sherburne	State Health Plan
Hubbard	State Health Plan	Sibley	MedCenters
Isanti	PHP	Stearns	State Health Plan
Itasca	State Health Plan	Steele	State Health Plan
Jackson	MedCenters	Stevens	State Health Plan
Kanabec	PHP	Swift	State Health Plan
Kandiyohi	State Health Plan	Todd	PHP
Kittson	State Health Plan	Traverse	State Health Plan
Koochiching	State Health Plan	Wabasha	MedCenters
Lac Qui Parle	State Health Plan	Wadena	State Health Plan
Lake	First Plan	Waseca	State Health Plan
Lake of the Woods	State Health Plan	Washington	Group Health
Le Sueur	PHP	Watonwan	State Health Plan
Lincoln	State Health Plan	Wilkin	State Health Plan
Lyon	State Health Plan	Winona	State Health Plan
McLeod	MedCenters	Wright	MedCenters
		Yellow Medicine	State Health Plan