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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

**STATE PATROL TROOPERS'
ASSOCIATION**

from July 1, 1997 through June 30, 1999

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PREAMBLE

This Agreement is made and entered into this ____ day of _____ 1997, 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, The Minnesota Gambling Enforcement Agents' 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. 97-PCL-1607 (July 11, 1997) as follows:

Unit No. 1, Law Enforcement:

All employees of the Executive Branch of the State of Minnesota who are licensed peace officers, as that term is defined in Minn. Stat. § 626.05, subd. 2, 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) days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Ch. 179A.

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

Special Agent

Special Agent Senior

Natural Resources Specialist/Conservation Officer-Unit Leader

Natural Resources Specialist 2/Conservation Officer

Natural Resources Specialist 3/Conservation Officer-Regional Training Officer

Natural Resources Specialist 3/Conservation Officer-Special Investigator

Natural Resources Specialist 3/Conservation Officer-Water Resources Specialist

Natural Resources Specialist 3/Conservation Officer - Research and Development

Natural Resources Specialist 4/Conservation Officer-Pilot

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, 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, 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, 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 area or 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 partici-

pation 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.

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, gambling manager, 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. The Employer agrees to provide each Patrol Officer covered by this Agreement a fifty dollar (\$50) per year allowance for necessary uniform items not furnished by the Employer.

Section 2. Conservation Officers. The Employer shall furnish each employee such articles of clothing as are specified as part of the uniform valued at four hundred twenty-five dollars (\$425) effective July 1, 1997 and four hundred fifty dollars (\$450) effective July 1, 1998 annually. Officers shall be permitted to carry over the remaining portion of the prior year's allowance, not to exceed four hundred dollars (\$400). 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. The Employer agrees to provide each Special Agent covered by this Agreement, a four hundred twenty-five dollars (\$425) effective July 1, 1997, and four hundred fifty dollars (\$450) effective July 1, 1998 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 Seniors:

Friday, July 4, 1997 - Independence Day
Monday, September 1, 1997 - Labor Day
Tuesday, November 11, 1997 - Veterans Day
Thursday, November 27, 1997 - Thanksgiving Day
Friday, November 28, 1997 - Day after Thanksgiving
Thursday, December 25, 1997 - Christmas
Thursday, January 1, 1998 - New Year's
Monday, January 19, 1998 - Martin Luther King Day
Monday, February 16, 1998 - Presidents Day

Monday, May 25, 1998 - Memorial Day
Friday, July 3, 1998 - Independence Day
Monday, September 7, 1998 - Labor Day
Wednesday, November 11, 1998 - Veterans Day
Thursday, November 26, 1998 - Thanksgiving Day
Friday, November 27, 1998 - Day after Thanksgiving
Friday, December 25, 1998 - Christmas
Friday, January 1, 1999 - New Year's
Monday, January 18, 1999 - Martin Luther King Day
Monday, February 15, 1999 - Presidents Day
Monday, May 31, 1999 - 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.

Friday, July 4, 1997 - Independence Day
Monday, September 1, 1997 - Labor Day
Tuesday, November 11, 1997 - Veterans Day
Thursday, November 27, 1997 - Thanksgiving Day
Friday, November 28, 1997 - Day after Thanksgiving
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Friday, December 25, 1998 - Christmas
Friday, January 1, 1999 - New Year's
Monday, January 18, 1999 - Martin Luther King Day
Monday, February 15, 1999 - Presidents Day
Monday, May 31, 1999 - 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 off. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday off. For an employee who is normally scheduled Monday through Thursday, when any of the above holidays fall on a Friday or a Saturday, the preceding Thursday shall be scheduled as the holiday off. When any of the above holidays fall on a Sunday, the following Monday shall be scheduled as the holiday off. The employee and the employee's supervisor may mutually agree in advance to allow the employee to schedule the holiday off on another day.

B. State Patrol.

- 1) 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.
- 2) State Patrol Troopers receiving Special Assignment Differential and who are scheduled Monday through Friday shall, with twenty-one (21) days notice to their supervisor, have the following options for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
 - a) Be scheduled off for the holiday at their regular rate of pay, or
 - b) When any one of the above holidays falls on a normally scheduled work day, the Trooper may work the holiday and be compensated at the rate of time and one-half (1½) for all hours worked in addition to straight time compensation for the holiday, or
 - c) When any one of the above holidays falls on a normally scheduled day off, the Trooper may work either the Friday before or the Monday following that scheduled day off at their regular rate of pay in addition to receiving their regular straight time compensation for the above referenced holidays.

- 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 holi-

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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 off. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday off. For an employee who is normally scheduled Monday through Thursday, when any of the above holidays fall on a Friday or a Saturday, the preceding Thursday shall be scheduled as the holiday off. When any of the above holidays fall on a Sunday, the following Monday shall be scheduled as the holiday off. The employee and the employee's supervisor may mutually agree in advance to allow the employee to schedule the holiday off on another day.

B. State Patrol.

- 1) 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.
- 2) State Patrol Troopers receiving Special Assignment Differential and who are scheduled Monday through Friday shall, with twenty-one (21) days notice to their supervisor, have the following options for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
 - a) Be scheduled off for the holiday at their regular rate of pay, or
 - b) When any one of the above holidays falls on a normally scheduled work day, the Trooper may work the holiday and 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, or
 - c) When any one of the above holidays falls on a normally scheduled day off, the Trooper may work either the Friday before or the Monday fol-

lowing that scheduled day off at their regular rate of pay in addition to receiving their regular straight time compensation for the above referenced holidays.

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

ARTICLE 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 18 years	7½ working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8½ working hours
After 30 years	9 working hours

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

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

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

Employees being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A. Employees may accumulate unused vacation to any amount provided that once during each fiscal year each employee's accumulation must be reduced to two hundred sixty (260) hours or less. If this is not accomplished prior to the end of that last payroll period during the fiscal year, the amount of vacation shall be automatically reduced to two hundred sixty (260) hours at the end of the last payroll period of the fiscal year.

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. This requirement may be satisfied by accurately reporting vacation earnings and accruals on the employee's paycheck stub.

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 vaca-

tion. 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.

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. In no event shall the Employer be liable for any telephone charges incurred by State Patrol Officers, Special Agents and Special Agent Seniors.

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 a sick leave bank at the rate of two (2) hours per pay period.

Effective January 7, 1998, eligible employees shall continue to earn four (4) hours of sick leave per pay period after accumulating nine hundred (900) hours. Effective at the end of the pay period ending January 6, 1998, the number of hours credited to the employee's sick leave bank shall be multiplied by two (2). Employees entering the bargaining unit covered by this Agreement on or after January 7, 1998, and who have not had their sick leave bank doubled under the terms of their previous plan or agreement, shall have their bank doubled effective with the date of their appointment to an Association-represented classification.

An employee who transfers or is transferred to another Appointing Authority without interruption of service shall carry forward accrued and unused sick leave.

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, grandparents of spouse, 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.

However, an employee who has received severance pay prior to January 7, 1998, and is reinstated or reappointed on or before January 6, 1998, 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.

An employee who receives severance pay prior to January 7, 1998, but returns to State service on or after January 7, 1998, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours), plus one hundred and fifty percent (150%) of the employee's accumulated but unused sick leave bank.

An employee who receives severance pay on or after January 7, 1998, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours), plus eighty-seven and one-half percent (87½%) 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. 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.
- G. **Administrative Leave.** The Appointing Authority may at its discretion place an employee on paid administrative leave for up to thirty (30) calendar days where the employee has been involved in a critical incident or where continued presence in the workplace poses a risk to the employee or the organization. Upon placing an employee on administrative leave, the Appointing Authority shall notify the employee in writing of the basis for placing the employee on such leave and the estimated duration of the leave. The Commissioner of Employee Relations may authorize the leave to be extended for a period not greater than thirty (30) calendar days, unless the Association has agreed to an extension(s) of longer duration. It is the Appointing Authority's policy to return an employee to active duty status as soon as is practical and prudent.

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. 43A.08).
- 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. **Parental Leave.** A Parental 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. Parental 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
3. Suspension
4. Demotion
5. Discharge

The Appointing Authority may, at its discretion, place an employee on leave with pay pending an investigation commenced by the Appointing Authority of alleged misconduct by that employee.

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 reprimands shall not be arbitrable under any provision of this Agreement.
2. A Trooper who has completed twelve (12) 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. 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 personnel file. Upon written request of an employee, the contents of his/her 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 two (2) calendar years following a written reprimand, upon written request of the employee, the Employer shall remove all records of the written reprimand from the employee's personnel file. If no disciplinary action is taken against an employee for a period of three (3) calendar years fol-

lowing 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 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 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 this Section above, the written reprimand shall not be offered as evidence in an arbitration.

Section 4. Association Representation. An employee who is to be disciplined by suspension or discharge shall have an Association Representative present when so advised.

The Employer shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for an Association Representative. Any employee waiving the right to such representation must do so in writing. A copy of such waiver shall be furnished to the Association.

Section 5. 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.

Section 6. Probationary Period. Employees hired into the Natural Resource Specialist and Special Agent classes shall serve a probationary period of twelve (12) months 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.

Employees hired into the class of Trooper shall serve a probationary period of twelve (12) months. Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.

Section 7. 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.

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 not less than five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Association shall have the right to strike not less than 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, involving enforcement, investigation or assistance 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.

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). In addition, prior to January 7, 1998, 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.

Employees who separate on or after January 7, 1998, shall receive twelve and one-half percent (12.5%) of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours times the employee's regular rate of pay at the time of separation.

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

ARTICLE 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. The rate of reimbursement, when a State-owned vehicle is not available and an employee is required to use their own automobile, will be increased from \$0.27 to \$0.29 effective January 7, 1998. This rate will be increased from \$0.29 to \$0.31 effective January 6, 1999. 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. The rate of reimbursement, when a State-owned vehicle is offered and declined by an employee, will be increased from \$0.21 to \$0.23 effective January 7, 1998. This rate will be increased from \$0.23 to \$0.24 effective January 6, 1999. 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.

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.** 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.

However, any employee may claim lunch reimbursement 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 — \$ 7.00
- Lunch — \$ 9.00
- Dinner — \$15.00

For the following metropolitan areas the maximum reimbursement shall be:

- Breakfast — \$ 8.00
- Lunch — \$10.00
- Dinner — \$17.00

The metropolitan areas are:

Atlanta	Hartford	Philadelphia
Boston	Houston	Portland, Oregon
Chicago	Kansas City	Saint Louis
Cleveland	Los Angeles	San Diego
Dallas	Miami	Sn Francisco
Denver	New Orleans	Seattle
Detroit	New York City	Washington, DC

The Metropolitan areas also include any location outside the forty-eight (48) contiguous United States.

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.

- C. Employees in overnight travel status shall also be entitled to reimbursement for the following expenses:

1. Telephone Calls.

- a. All work-related long distance telephone calls provided that the employee does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- b. Actual, documented personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three (3) dollars.

2. Baggage Handling. Reasonable costs and gratuities for baggage handling.

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 the payroll period following the payroll period in which the employee submits the expenses.

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 by an Appointing Authority as a condition of employment. The provisions of this Article shall not apply to employees who currently commute thirty-five (35) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the employee's current work station.

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

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

A. **Travel Status.** Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses, 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 ten thousand dollars (\$10,000) shall be paid by the Appointing Authority.

C. **Moving Expenses.**

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

D. **Miscellaneous Expenses.** The employee shall be reimbursed up to a maximum of 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 VACANT 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 bidder in the same classification on the basis of their qualifications and ability to satisfactorily perform the duties of the vacant position. Vacancies in the Natural Resources Specialist 2/Conservation Officer classification, however, shall be open to bid by employees in other Natural Resources Specialist/Conservation Officer classifications who have previously served in the Natural Resources Specialist 2/Conservation Officer classification or for other bargaining unit employees that are determined to be qualified by the Employer. In addition, the Appointing Authority may, at its discretion, consider an expression of interest to return to the bargaining unit from an employee occupying an excluded position who has previously served in the Natural Resources Specialist 2/Conservation Officer classification along with the bids of current bargaining unit members. Consideration shall be based on previously served bargaining unit seniority.

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. Upon the closing of the bidding period, the Appointing Authority shall prepare and disseminate to the bidders a list of the bidders ranked by seniority. Upon request, a copy shall be provided to the President of the Minnesota Conservation Officers Association. The bidders shall notify the Director of Enforcement in writing of their intent to accept the position within sixteen (16) days of the date on which the list of the bidders is published. The selected

employee shall be entitled to occupy the position within sixty (60) days of the date of the closing of the acceptance period.

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.

Section 2. Troopers.

A. **Lateral Positions.** Lateral positions are those positions, whether permanent or temporary (more than twelve (12) months in duration), which do not result in an increase in permanent rank for the person selected for the position.

1. **Regular Assignment.** 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. Assignments to Governor's Security are not governed by any provisions of this Section.
2. **Special Assignments Within District.** The above stated policies and procedures shall also apply when employees are applying for special job assignments within their district. Special job assignments include, but are not limited to, Field Training Officer, Background Investigator and Recruit Academy Staff Officer. Employees so assigned are entitled to receive the pay differential specified in Article 28, Section 2.H., entitled "Special

Assignment Differential,” for hours worked on the special assignment. The Appointing Authority may create and terminate special assignments at its discretion and such creation and termination shall not be grievable. Upon completion of the duties of the special assignment, the employee shall return to his/her previous assignment and job duties.

- B. **Promotional Positions.** Promotional positions are those positions, whether permanent or temporary (more than 12 months), which carry a rank greater than that of Corporal.

1. **Station Sergeant.** The parties agree that all employees within a State Patrol Station shall be eligible for consideration for the position of Station Sergeant. Selection from among those employees who have expressed an interest in the position shall be based on qualifications and seniority in the following order:

- a. Selection from among those employees with rank of Corporal in seniority order.
- b. Selection from among those employees with rank of Trooper 1 or Trooper who have five years of service and who have passed the Corporal examination.
- c. Selection from among those employees with rank of Trooper 1 in seniority order.
- d. Selection from among those employees with rank of Trooper in seniority order.
- e. In the event an employee is not selected he/she shall be entitled to an explanation of the reasons he/she was not selected, and, if so desires shall be given a written statement listing the reasons he/she was not selected.

Seniority will be considered the dominant factor in the selection of the Station Sergeant.

The Association agrees that the Appointing Authority’s decision to terminate an employee from the station sergeant assignment during the first six months of the assignment shall not be grievable. The Appointing Authority agrees that after six months service, it shall terminate an employee from the station sergeant assignment only with just cause.

2. **Technical Sergeant.** Employees serving in certain positions including, but not limited to the following specific positions, shall be designated as “Technical Sergeants”: district investigations, warrants, district safety education, criminal patrol, and commercial vehicle enforcement (which may include mobile scales, motor vehicle inspections and civil weights). Vacancies for such positions which carry the rank of Technical Sergeants shall be advertised by Troopers memo mailed to each eligible employee, so as to allow employees to express an interest in the assignment. Such memo shall contain a description of the position, the minimum qualifications for

eligibility, and the procedure for becoming a candidate for the position. An employee may express interest in any such position within his/her district or in District 2000 or District 4700. The selection shall be made following an oral interview of all eligible candidates. The Appointing Authority shall select a candidate to fill a vacancy based on legitimate business reasons and shall not be arbitrary, capricious or discriminatory in the selection process. The Association agrees that the Appointing Authority's decision to reassign an employee from a Technical Sergeant position during the first six (6) months after appointment shall be not grievable. The Appointing Authority agrees that after six (6) continuous months of service, it shall remove an employee from a Technical Sergeant position only with just cause. Any employee who does not complete the six (6) months of continuous service in a Technical Sergeant position will be returned to his/her previous assignment. An employee desiring to return from a Technical Sergeant position which he/she has occupied for six (6) months or more shall return to his/her previous assignment and job duties.

- C. Other 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 Seniors.

- A. 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.

In the event the most senior employee is not selected, he/she upon request, shall be given a written statement listing the reasons why he/she was not selected.

- B. A work-out-of-class assignment is an assignment where 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.

For work-out-of-class assignments that are more than ten (10) consecutive days, the Employer shall post a notice of its intention to make a work-out-of-class assignment so as to allow agents an opportunity to express an interest in the assignment. When possible, the Employer agrees to give such notice at least five (5) business days prior to selecting the agent for the assignment.

Notwithstanding any provision of this article, there shall be no lateral bidding between the Bureau of Criminal Apprehension and the Division of Gambling Enforcement.

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, Call-In and Call-Back. 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, is called-in to work prior to the beginning of his/her regularly scheduled shift or on a scheduled day off, or is called back to work on the same day after having gone home; shall be paid at the overtime rate of time and one-half (1 1/2) of the employee's base rate of pay for such hours and shall receive a minimum of two (2) hours compensation at the overtime rate.

Section 2. Standby - State Patrol. 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 1 of this Article.

Section 3. On-Call - Special Agents and Special Agents Senior. Special Agents and Special Agents Senior shall be in on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must be available by telephone or 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 compensation per calendar day. Such compensation may be in the form of compensatory time or cash, at the discretion of the Appointing Authority.

Section 4. On-Call - Conservation Officers. Conservation Officers shall be in on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in 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 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 Seniors. Special Agents and Special Agent Seniors 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 a 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. In any event, the Employer shall distribute summer work schedules no later than March 1 and winter schedules no later than September 1. 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.

The following language applies to the scheduling of Safety Education Officers and District Investigators only: in lieu of a schedule posted twenty-one (21) days in advance, District Specialists may be scheduled 8 or 10 consecutive

hours flextime shifts, with no more than forty (40) hours scheduled within the work week. Shifts may be scheduled to accommodate work requirements as a Safety Education Officer or District Investigator. Approved time worked in excess of the scheduled 8 or 10 hour shift will be compensated pursuant to the overtime provisions of the contract.

- 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 1997-99 contract language for the issue of Trooper's lunch and rest periods shall be interpreted in conjunction with Appendix K.

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 the overtime rate in Compensatory (time and one-half - 1 1/2) Time

as provided in Section 1A (4) below.

4. **Troopers Compensatory - 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 a Compensatory 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. Compensatory 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. Compensatory time will be liquidated at a time mutually agreeable to the employee and his/her Captain; the employee may, upon seven (7) days notice, be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the 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 Compensatory time in lieu of cash.
 7. The Employer shall compensate Troopers for authorized conferences with attorneys or insurance investigators with regard to accidents not involving State vehicles in the same manner as for other contract services.
- B. **Special Agents and Special Agent Seniors.** 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 shall be established by the Appointing Authority within the guidelines of the F.L.S.A.
 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. The employee may use compensatory time upon advance notice to the employee's supervisor unless the supervisor can demonstrate that the use of the compensatory time when designated by the employee would unreasonably interfere with the Employer's operations.

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 their 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.
7. Conservation Officers shall receive eight (8) hours for each holiday (except for the floating holiday) and up to eight (8) hours sick leave used on a scheduled work day, as credit purposes of calculating the attainment of the eighty-six (86) hours referenced in this subsection C.

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 1997-99 contract language for the issue of Conservation Officers' Overtime shall be interpreted in conjunction with Appendix J, a letter from DNR Deputy Commissioner Steven Thorne.

ARTICLE 26 - SENIORITY AND LAYOFF

Section 1. Definition. Seniority shall mean an employee's length of service in a classification within his/her employing agency and 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 Specialist Conservation Officer classifications. 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.

When any reduction in size or layoff is forthcoming, the Association and the Appointing Authority shall meet as far in advance as possible to work out details of such reduction or layoffs.

Section 2. Work Force Reductions, Troopers-Special Agents. When a lay-off 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.

- A. 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 lay-off 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 four (4) years.

When a reduction in the size of the work force at any State Patrol station becomes necessary, the employee with the least seniority in the job classification from among the employees in the affected station will be transferred first. If the size of the station is increased within two years of any such reduction, the last employee transferred from the station by reason of the reduction shall be the first offered the new position and all such transferred employees shall be offered the position in the inverse order of their transfer before the new position is made available to other members of the State Patrol under Article 21.

Any employee returning to a station after transferring out, within the two (2) year period, is not eligible for relocation expenses under Article 20.

Upon the request of a more senior employee and approval of the Appointing Authority, a more senior employee may be laid off or transferred 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 or transfer pursuant to this Article.

- B. **Bumping.** An employee being laid off or transferred 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; any permanent or probationary employee about to be transferred shall have the right to bump the employee with the least seniority, but not if such employee's seniority is greater than that of the bumping employee, at any station within the bumping employee's present district or the district from which he/she transferred to take his/her present position. In the event that an 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. Any employee transferred by reason of the operation of the provisions of Sections 2 or 3 of this Article and who must change his/her residence as a result, shall be entitled to reimbursement of his/her relocation expenses pursuant to Article 20.

Section 3. Permanent Layoff and Layoff Rights of Conservation Officers.

- A. **Determination of Position(s).** In the event a permanent layoff becomes necessary, the Appointing Authority shall determine the position(s) in the class or class option, if one exists, and employment condition and work location which is to be eliminated.

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.

- B. **Advance Notice.** The Appointing Authority shall notify the employee and the Association President at least thirty (30) days prior to the effective date of the anticipated layoff.

- C. **Layoff Notification.** The Appointing Authority shall send a layoff notice to the employee in the position to be eliminated.

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.

- D. **Procedure.**

1. The employee in the position to be eliminated shall choose one of the following:

a. Accept layoff.

b. Within fifty (50) miles:

- (1) Accept a vacancy in the same/equal/lower class (class option) for which the employee is determined by the Employer to be qualified within fifty (50) miles of the employee's current work location; or
- (2) Bump the least senior employee in the same class (class option) or the least senior employee in an equal class in which the employee previously served (class option or another option within that class for which the employee is determined by the Employer to be qualified) within fifty (50) miles of the employee's current work location; or
- (3) Bump the least senior employee in a lower class (class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within fifty (50) miles of the employee's current work location.

c. Outside fifty (50) miles:

- (1) Accept a vacancy in the same/equal/lower class for which the employee is determined to be qualified by the Employer more than fifty (50) miles of the employee's current work location;
- (2) Bump the least senior employee in the same class (class option) or the least senior employee in an equal class in which the employee previously served (class option or another option within that class for which the employee is determined to be qualified by the Employer) more than fifty (50) miles of the employee's current work location; or
- (3) Bump the least senior employee in a lower class (class option) in which the employee previously served, (or another option within that

class for which the employee is determined to be qualified by the Employer) more than fifty (50) miles of the employee's current work location.

- d. **Claiming.** An employee may request to transfer or demote to a position in the bargaining unit in another department in the same, equal, or lower class in which the employee previously served or for which the employee is determined to be qualified by the Employer. The receiving Appointing Authority shall determine if the employee is qualified for the position and, if so, shall not unreasonably deny the request. Employees may not request a transfer or demotion to another Appointing Authority if a vacancy is available to the employee at a pay level equal to the requested vacancy within fifty (50) miles of the employee's current work location which the current Appointing Authority determines to fill.

E. **Conditions for Bumping or Accepting Agencies.** The following shall govern bumping and accepting vacancies pursuant to the above:

- (1) In all cases except option d, the employee exercising an option is restricted to those positions within the same bargaining unit and the same employment condition.
- (2) In all cases of bumping, the employee exercising bumping rights must have greater seniority than the employee who is to be bumped.
- (3) An employee who does not have sufficient seniority to bump into a previously held class shall not forfeit the right to bump into the next previously held class in the same seniority unit.
- (4) When a vacancy exists more than fifty (50) miles away from the employee's work location in a class into which the employee has a right to bump, the employee must accept the vacancy prior to exercising the option to bump.
- (5) If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater seniority shall have priority in exercising that option.
- (6) When two (2) or more employees in the same class (class option) and employment condition are being simultaneously laid off, the Union and the Appointing Authority may mutually agree to selection of layoff options among the affected employees.

F. **Rights of Excluded Employees Entering the Bargaining Unit.**

Employees who have accepted positions in a bargaining unit not represented by the Association or positions excluded from any bargaining unit shall have rights into a position within this bargaining unit in a class in which the employee previously served or in a class for which the employee is determined to be qualified by the Employer only under the following conditions:

- (1) The employee may bump only into a position under the same Appointing Authority.
- (2) The employee shall have exhausted all bumping rights within his/her own

bargaining unit or, if not in a bargaining unit, within the applicable framework.

G. **Layoff List/Recall.** The name of employees who have been laid off or have accepted a demotion in lieu of layoff shall be placed on a layoff list for the classification (class option) from which they were laid off or demoted in order of seniority. Employees shall be recalled from layoff in seniority order. No new employees will be hired in a classification (class option) for which a lay-off list exists 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 four (4) years.

H. **Purpose.** The purpose of this section, notwithstanding any of its provisions, is to maximize the opportunities for senior employees.

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 patrol district/DNR regional 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.

All insurance eligible employees will be provided with a Summary Plan Description describing these coverages. Such Summary Plan Description shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a Summary Plan Description within thirty (30) days of their date of eligibility.

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, and 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 five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately 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). For the purposes of health insurance coverage, if that spouse works full-time for

an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. 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, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.

2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract.

"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 must be dependent on the employee for his/her principal support and maintenance and be placed by the court in the custody of the employee. To be considered a dependent child, a step child must maintain residence with the employee and be dependent upon 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. Under (1) and (3) above, the grandchild must be dependent upon the employee for principal support and maintenance and live with the employee.

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.
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 or partial 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 (1) 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 (1) 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 (1) working day in the payroll period immediately preceding such absences.
4. An Employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains their eligibility.

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 24, 1997. The Employer Contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

A. **Contribution Formula - Health Coverage.**

1. **Employee Coverage.** For employee health coverage, the Employer con-

tributes an amount equal to the lesser of one hundred (100) percent of the employee-only premium of the Low-Cost Health Plan or the actual employee-only 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 Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the employee.
3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan" 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 Health Plan for each county for the 1998 insurance year is listed in Appendix H. During the 1998 insurance year, the list may be changed only if the Low-Cost Health Plan no longer operates in a county.

Low Cost Health Plan Determination 1999. The list for the 1999 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 1999 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 1998 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.** All employees must make their choice of employee health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the employee will automatically be enrolled in basic life coverage. Employees eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Employees who become eligible for a full employer contribution must make their choice of employee health and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low cost plan in the county of the employee's work location.

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 who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

An employee may also add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child.

In addition, an employee may add dependent health or dental coverage within thirty (30) days of the following events:

1. If an employee becomes married, the employee may add his/her spouse and any dependent children/grandchildren.
2. If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren.
3. When an employee acquires their first dependent child, grandchild, or step child, the employee may add dependent coverage to cover both the child and the employee's spouse.

B. When Coverage May Be Canceled.

1. **Dependent Coverage.** An employee may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:

- loss of dependent status of a sole dependent;
- death of a sole dependent;
- divorce;
- change in employment condition of an employee or spouse; and
- a significant change of spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

2. **Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of these same life events occurred.

Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

- C. **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.

D. Delay in Coverage Effective Date.

1. **Health, Dental, and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota Statutes 62A.14 and 62A.141, and children placed for the purposes of adop-

tion, 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.

2. **Optional Life and Disability Coverages.** In order for coverage to become effective, the employee must be in active payroll status and not using sick leave on the first day of the pay period coinciding with or next following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the pay period coinciding with or next following the employee's return to work.

E. **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 24, 1997 in the first year of this Agreement, and on January 6, 1999 in the second year of this Agreement.
2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5E1 above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.

- F. **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 sixty (60) 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 Family Health Coverage.

1. **Coverage Options.** Eligible employees may 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, 1997 through December 23, 1997, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1997. Effective December 24, 1997, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.
 - a. **Services received from, or authorized by, a primary care physician within the primary care clinic.** State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).

The following health care services under SHPPOS and SHPS shall be received from, or authorized by a primary care physician within the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with SHPPOS and SHPS administrative procedures. Higher out-of-pocket costs as described in 6A2b apply to the following services if not received from, or authorized by, a primary care physician within the primary care clinic.

 1. **Inpatient hospital services.** One hundred (100) percent coverage.
 2. **Outpatient surgery center services.** One hundred (100) percent coverage.
 3. **Home health services.** One hundred (100) percent coverage up to a maximum of five thousand dollars (\$5,000) eligible expenses per person per year.
 4. **X-rays and laboratory tests.** One hundred (100) percent coverage.
 5. **Preventive Care.** One hundred (100) percent coverage.

6. **Physicians services.** One hundred (100) percent coverage.

7. **Durable medical equipment.** Eighty (80) percent coverage.

- b. **Services not authorized by a primary care physician within the primary care clinic.** Coverage under this section 6A2b is only available to individuals who elect SHPPOS coverage, and then only under the terms and conditions outlined in the Certificate of Coverage.

For services under 6A2a which are not authorized by a primary care physician within the primary care clinic in the 1998 and 1999 insurance years:

- there is a three hundred fifty dollar (\$350) deductible per person with a maximum deductible per family per year of seven hundred dollars (\$700).

After deductible is satisfied, seventy (70) percent coverage up to a maximum annual copayment of:

- three thousand dollars (\$3,000) per person and six thousand dollars (\$6,000) per family.

These deductibles and copayments are separate from the deductibles and copayments for authorized services under Section 6A2a.

- c. **Special Service networks (applies to SHPPOS and SHPS).**

The following services must be received from Special Service network providers in order to be covered.

1. **Mental health services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.

2. **Chemical dependency services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.

3. **Chiropractic services.** 100% coverage. No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic. Coverage shall be provided for a minimum of twenty (20) services or twenty-one (21) calendar days, whichever is greater, per incident.

4. **Transplant coverage.** The SHPPOS and SHPS shall provide transplant coverage, as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers.

Referrals for eligible transplant services must be authorized by a primary care physician within the primary care clinic.

5. **Cardiac services.** No coverage for non-emergency cardiac services obtained from out-of-network providers. Referrals for services must be authorized by a primary care physician within the primary care clinic.
6. **Home Infusion Therapy.** The SHPPOS and SHPS shall provide Home Infusion Therapy coverage as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible home infusion therapy services must be authorized by a primary care physician within the primary care clinic.
7. **Hospice Benefit.** One hundred (100) percent coverage for services obtained from in-network providers. Seventy (70) percent coverage for services obtained from out-of-network providers under SHPPOS.

d. **Services not requiring authorization by a primary care physician within the primary care clinic.**

The following services do not require authorization by a primary care physician within the primary care clinic in order to be covered.

1. **Prescription drugs.**

(Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.

(If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic.

- a. **SHPS. Prescription drugs.** For the 1998 and 1999 insurance years:

eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.

all diabetic supplies, including test tapes and syringes, are covered under the durable medical equipment benefit at 80% and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.

- b. **SHPPOS.** For the 1998 and 1999 insurance years:

eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply, or a one hundred (100) day supply for approved maintenance drugs;

fourteen dollar (\$14) for non-formulary drugs; one hundred (100) percent coverage after copayment.

A prescription for a non-formulary drug will be treated as formulary if the physician has written Dispense as Written (DAW) on the prescription.

Diabetic supplies.

1. Beginning with the 1992 plan year, any diabetics not included in the "Grandfathered Diabetic Group" described in paragraph "2." below will have diabetic supplies covered as follows:

All diabetic supplies, other than test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.

Test tapes and syringes: an eight dollar (\$8) copayment for a thirty-four (34) day supply of each.

2. For insulin dependent diabetics who have been continuously enrolled in the State Health Plan since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:

Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.

All other diabetic supplies, including test tapes and syringes not dispensed with the purchase of insulin, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.

2. **Eye exams.** *SHPPOS and SHPS.* One hundred (100) percent coverage. (Limited to one routine examination per year.)
3. **Outpatient emergency and urgicenter services.** *SHPPOS and SHPS.* Thirty dollar (\$30) copayment per visit for outpatient emergency visits and fifteen dollar (\$15) copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.
4. **Ambulance.** *SHPPOS and SHPS.* Eighty (80) percent 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 as certified by the attending physician.)

- e. **Lifetime maximum.** *SHPPOS and SHPS.* Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) for services under 6A2a, 6A2c and 6A2d combined. The lifetime maximum for services under 6A2b is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under 6A2b is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan 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 jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items 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 pro rata combination of both. Employees may be reimbursed for up to one hundred (100) per-

cent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.

- d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.
5. **Healthcare Delivery Strategy.** The Joint Labor Management Committee on Health Plans shall review the performance of the managed competition strategy in promoting the goals of health care cost containment, access to care, and quality of care. The Committee shall consider other strategies for financing and delivering health care to state employees and their dependents, including the care system competition strategy implemented by the Buyers' Health Care Action Group. The Committee shall complete its work by December, 1998, so that any changes to the insurance offerings may be bargained by Plan Year 2000-2001.
6. **Employer Medical Contribution Formula Study.** The Joint Labor Management Committee on Health Plans shall meet and confer regarding the administrative and economic feasibility of using the primary care clinic chosen by the employee as the basis for the Employer Contribution. If the Joint Labor Management Committee is able to agree on a methodology, this may be implemented for Plan Year 1999.

B. Employee and Family 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. **Copayments.** Effective December 24, 1997, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to

the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

- b. **Deductible.** An annual deductible of one hundred dollars (\$100) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum in eligible expenses per person. "Annual" means per insurance year.

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 an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures.

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
\$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
\$50,001 - \$55,000	\$55,000	\$55,000
\$55,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$65,000	\$65,000	\$65,000
\$65,001 - \$70,000	\$70,000	\$70,000
Over \$70,000	\$75,000	\$75,000

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 five hundred dollar (\$500) death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled to an annuity under a State retirement program. A five hundred dollar (\$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. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

1. For the first 24 months of short-term and/or long-term disability coverage after such a period of leave or layoff, any such disability coverage shall exclude coverage for certain pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

2. For the first 24 months of optional life coverage after such a period of leave or layoff, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff shall be excluded from coverage for such 24-month period.

The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA) leaves.

A. **Life Coverage.**

1. **Employee.** An employee may purchase up to three hundred thousand dollars (\$300,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary or \$200,000, whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.
2. **Spouse.** An employee may purchase up to three hundred thousand dollars (\$300,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
3. **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package 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) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Waiver of Premium.** In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.
5. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the employee's retirement or spouse age sixty-five (65), whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

B. Disability Coverage.

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to three thousand dollars (\$3,000) per month, up to two-thirds ($\frac{2}{3}$) 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. Coverage applied for within sixty (60) days of hire or becoming insurance eligible does not require evidence of insurability.
2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from two hundred dollars (\$200) to two thousand dollars (\$2,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In the event that the employee becomes totally disabled before age seventy (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 five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismember-

ment. An employee may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$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 Agent Seniors', Salaries.

A. 1997-1999 Salary Ranges.

The 19957-19979 Salary Ranges for Natural Resources Specialists shall be those contained in Appendices "D" and "E".

The 19957-19979 Salary Ranges for Special Agents, and Special Agent Seniors shall be those contained in Appendices "F" and "G".

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 Natural Resource Specialist classifications shall progress through their assigned salary ranges as described below, until reaching the maximum rate for their range.

	Step Movement	Required Years of Service Effective 7/1/97-1/5/99	Required Years of Service Effective 1/6/99-6/30/99
From Step:	A to B	1	1
	B to C	1	1
	C to D	1	1
	D to E	1	1
	E to F	1	1
	F to G	1	1
	G to H	3	2

2. Special Agents and Special Agent Seniors.

Employees in the classifications Special Agent and Special Agent Senior shall progress through their assigned salary ranges as described below until reaching the maximum rate for their range.

	Step Movement	Required Years of Service Effective 7/1/97-1/5/99	Required Years of Service Effective 1/6/99-6/30/99
From Step:	A to B	1	1
	B to C	1	1
	C to D	1	1
	D to E	1	1
	E to F	1	1
	F to G	1	1
	G to H	3	2

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.

Effective January 6, 1999, the years of service required to move to the maximum step shall be reduced from three (3) years to two (2) years. Employees with two (2) or more years of service at step G as of January 13, 1999, shall move to step H effective January 6, 1999. Thereafter, employees shall move to step H after two (2) years of service at step G.

- 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. Salary on Demotion.** 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.

G. Lump Sum Increase - Special Agent Senior. Active employees in the Special Agent Senior classification who are at step H of their salary range as of January 6, 1999, shall receive a lump sum increase of six hundred (\$600) dollars.

Section 2. State Patrol Salaries.

A. **1997-1999 Salary Ranges.** The 1997-1999 Salary Ranges for Trooper, Trooper 1 and Corporal shall be those contained in Appendices "H" and "I" 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 with the following exceptions: 1) Troopers at step G on June 30, 1998 shall move to step F on July 1, 1998; and 2) Corporals at step B on June 30, 1998 shall move to step A on July 1, 1998.

Effective January 6, 1999, the years of service required to move to the maximum step of Corporal shall be reduced from fifteen (15) years to fourteen (14) years. Employees with fourteen (14) or more years of service as of January 13, 1999, shall move to step B effective January 6, 1999. Thereafter, employees shall move to step B after fourteen (14) years of service.

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 freeway duty shall be designated as Freeway Trooper and shall be compensated eighty dollars (\$80.00) 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 Chief State Patrol Officer.

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 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. **Salary in New Classes.** 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.
- H. **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.
- I. **Credit for Previous Law Enforcement Experience.** The Chief of the State Patrol may grant a new employee up to four (4) years of credit (up to the fifth step) for previous full-time employment as a peace officer, as defined by M.S. 626.05, subdivision 2, or similar law of another state. Such credit shall determine the new employee's initial placement on the salary grid, eligibility for future step increases and promotion to Trooper 1 and Corporal. The Chief's decision to grant or not grant credit for previous employment and the determination of the amount of credit cannot be grieved.

Section 3. Health/Dental Premium 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. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum of five thousand dollars (\$5,000) per insurance year.

Section 5. 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.

Section 6. Deferred Compensation Plan. The Employer shall contribute to the deferred compensation plan under Minn. Stat. Section 352.96 for employees covered by the Agreement. The Employer paid contribution shall be in an amount matching employee contributions on a dollar for dollar basis pursuant to Minn. Stat. Section 356.24. Such Employer-paid contribution shall not exceed two hundred dollars (\$200) during each fiscal year.

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. For an employee who is eligible under Section 1 and who elects to exercise the option to retire early, the Employer shall pay the full Employer

contribution, in the amount specified in Article 27, Section 4, toward health and dental insurance coverage for the employee and his/her dependents until the employee reaches age 65; provided that on the employee's 55th birthday the Employer is paying the full Employer contribution for health and dental coverage, or that the employee is on an unpaid leave of absence which began not more than six (6) months prior to his/her 55th birthday and during which the employee continued to be covered by the group insurance program under Article 27 by paying the premiums for such coverage. The post-retirement health and dental insurance coverage provided to the employee under this section shall be that coverage which the employee was receiving as of the date of retirement, subject to any changes in coverages specified in this or any subsequent Labor Agreement.

Any employee who attains the age of fifty (50) after July 1, 1997 and before the expiration date of the contract and who is covered by the State Patrol Pre-Fifty-five Early Retirement Plan may opt to take advantage of the pre-fifty-five early retirement incentive.

Notwithstanding any changes in coverage in accordance with this or any subsequent agreement, the Employer contribution for the pre-fifty-five early retirement incentive shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to that employee at the time of his/her retirement, divided by the number of months from the date of retirement until the employee attains the age of sixty-five (65).

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 col-

lective 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 - DONATION OF VACATION

The Employer shall authorize the Appointing Authority to permit the donation of up to eight (8) hours of accumulated vacation time in each year of this Agreement by each employee to their Association representative for the purpose of carrying out the duties of their office.

ARTICLE 33 - ADA/WORKERS' COMPENSATION

Section 1. Purpose. The Association and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Association and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from workers' compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's capabilities but not to create a job just to provide employment.

The Appointing Authority shall provide reasonable accommodations in a fair and equitable manner. If the Appointing Authority determines that a contract waiver is necessary, it shall hold a meeting with the appropriate Association to discuss the proposed employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Employer proposes to modify that article. The Appointing Authority may make temporary accommodations between the meeting with the Association and its responses to the request for a waiver. Any contract waiver must be agreed to by the Employer and the Association.

ARTICLE 34 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and except for the salary adjustment set forth in Article 28, shall become effective the 20th day of December, 1997, subject to ratification by the Eightieth (80th) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 1999.

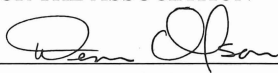
It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than November 15 of even-numbered years that it desires to modify the Agreement.


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 19th day of December, 1997.

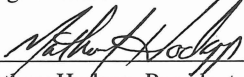
FOR THE ASSOCIATION

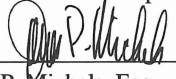

Dennis Olson, Chair Person
MN Law Enforcement Association


Tony Cornish, President
MN Conservation Officers'
Association

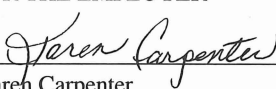

Bob Bushman, President
MN Bureau of Criminal Apprehension
Agents' Association

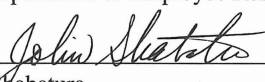

Bob O'Brien, President
MN Gambling Enforcement
Agent's Association

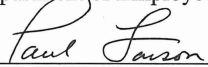

Mathew Hodapp, President
MN State Patrol Troopers Association

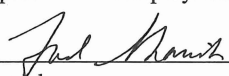

James P. Michels, Esq.
Attorney
MN Law Enforcement Association

FOR THE EMPLOYER


Karen Carpenter
Commissioner
MN Department of Employee Relations


John Shabatura
State Negotiator
MN Department of Employee Relations


Paul Larson
Assistant State Negotiator
MN Department of Employee Relations


Fred Skarich
Labor Relations Representative, Principal
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 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

APPENDIX B - 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 Before January 7, 1998	900 Hours and Maintained After January 6, 1998
Less than 9½	0	0	0
At least 9½, but less than 19½	¾	¼	¾
At least 19½, but less than 29½	1	½	1
At least 29½, but less than 39½	1½	¾	1½
At least 39½, but less than 49½	2	1	2
At least 49½, but less than 59½	2½	1¼	2½
At least 59½, but less than 69½	3	1½	3
At least 69½, but less than 79½	3½	1¾	3½
At least 79½	4	2	4

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 mementos 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
Ranges 03 - 15
Effective 07/01/97 - 06/30/98

Step		A	B	C	D	E	F	G	H
Range			After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 3 Add. Yrs.
03	YR	34,139	35,496	36,978	38,461	39,964	41,593	43,263	44,140
	MO	2,845	2,958	3,082	3,205	3,330	3,466	3,605	3,678
	HR	16.35	17.00	17.71	18.42	19.14	19.92	20.72	21.14
04	YR	34,828	36,227	37,668	39,234	40,800	42,407	44,140	45,017
	MO	2,902	3,019	3,139	3,269	3,400	3,534	3,678	3,751
	HR	16.68	17.35	18.04	18.79	19.54	20.31	21.14	21.56
05	YR	35,496	36,978	38,461	39,964	41,593	43,263	45,059	45,957
	MO	2,958	3,082	3,205	3,330	3,466	3,605	3,755	3,830
	HR	17.00	17.71	18.42	19.14	19.92	20.72	21.58	22.01
06	YR	36,227	37,668	39,234	40,800	42,407	44,140	45,936	46,855
	MO	3,019	3,139	3,269	3,400	3,534	3,678	3,828	3,905
	HR	17.35	18.04	18.79	19.54	20.31	21.14	22.00	22.44
07	YR	36,978	38,461	39,964	41,593	43,263	45,059	46,855	47,815
	MO	3,082	3,205	3,330	3,466	3,605	3,755	3,905	3,985
	HR	17.71	18.42	19.14	19.92	20.72	21.58	22.44	22.90
08	YR	37,668	39,234	40,800	42,407	44,140	45,936	47,815	48,755
	MO	3,139	3,269	3,400	3,534	3,678	3,828	3,985	4,063
	HR	18.04	18.79	19.54	20.31	21.14	22.00	22.90	23.35
09	YR	38,461	39,964	41,593	43,263	45,059	46,855	48,776	49,736
	MO	3,205	3,330	3,466	3,605	3,755	3,905	4,065	4,145
	HR	18.42	19.14	19.92	20.72	21.58	22.44	23.36	23.82
10	YR	39,234	40,800	42,407	44,140	45,936	47,815	49,736	50,738
	MO	3,269	3,400	3,534	3,678	3,828	3,985	4,145	4,228
	HR	18.79	19.54	20.31	21.14	22.00	22.90	23.82	24.30
11	YR	39,964	41,593	43,263	45,059	46,855	48,776	50,759	51,762
	MO	3,330	3,466	3,605	3,755	3,905	4,065	4,230	4,313
	HR	19.14	19.92	20.72	21.58	22.44	23.36	24.31	24.79
12	YR	40,800	42,407	44,140	45,936	47,815	49,736	51,762	52,806
	MO	3,400	3,534	3,678	3,828	3,985	4,145	4,313	4,400
	HR	19.54	20.31	21.14	22.00	22.90	23.82	24.79	25.29
13	YR	41,593	43,263	45,059	46,855	48,776	50,759	52,764	53,808
	MO	3,466	3,605	3,755	3,905	4,065	4,230	4,397	4,484
	HR	19.92	20.72	21.58	22.44	23.36	24.31	25.27	25.77
14	YR	42,407	44,140	45,936	47,815	49,736	51,762	53,808	54,894
	MO	3,534	3,678	3,828	3,985	4,145	4,313	4,484	4,574
	HR	20.31	21.14	22.00	22.90	23.82	24.79	25.77	26.29
15	YR	43,263	45,059	46,855	48,776	50,759	52,764	54,894	55,979
	MO	3,605	3,755	3,905	4,065	4,230	4,397	4,574	4,665
	HR	20.72	21.58	22.44	23.36	24.31	25.27	26.29	26.81

NR Spec 2 (Conservation Offcr)	05H	NR Spec 4 (Co Pilot)	11H
NR Spec 3 (Co Reg Trg Offr)	08H	NR Spec/Cons Off Unit Leader	08H
NR Spec 3 (Co Special Invest)	10H	NR Specialist 3/CO -	08H
NR Spec 3 (Co Water Res Spec)	08H	Research & Develop	

APPENDIX E-1
Compensation Grid 1C
Unit 201 Law Enforcement
Ranges 03 - 15
Effective 07/01/98 - 01/05/99

Step		A	B	C	D	E	F	G	H
Range			After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 3 Add. Yrs.
03	YR	35,162	36,561	38,085	39,609	41,154	42,846	44,558	45,456
	MO	2,930	3,047	3,174	3,301	3,430	3,570	3,713	3,788
	HR	16.84	17.51	18.24	18.97	19.71	20.52	21.34	21.77
04	YR	35,872	37,313	38,795	40,403	42,031	43,681	45,456	46,374
	MO	2,989	3,109	3,233	3,367	3,503	3,640	3,788	3,865
	HR	17.18	17.87	18.58	19.35	20.13	20.92	21.77	22.21
05	YR	36,561	38,085	39,609	41,154	42,846	44,558	46,416	47,335
	MO	3,047	3,174	3,301	3,430	3,570	3,713	3,868	3,945
	HR	17.51	18.24	18.97	19.71	20.52	21.34	22.23	22.67
06	YR	37,313	38,795	40,403	42,031	43,681	45,456	47,314	48,254
	MO	3,109	3,233	3,367	3,503	3,640	3,788	3,943	4,021
	HR	17.87	18.58	19.35	20.13	20.92	21.77	22.66	23.11
07	YR	38,085	39,609	41,154	42,846	44,558	46,416	48,254	49,256
	MO	3,174	3,301	3,430	3,570	3,713	3,868	4,021	4,105
	HR	18.24	18.97	19.71	20.52	21.34	22.23	23.11	23.59
08	YR	38,795	40,403	42,031	43,681	45,456	47,314	49,256	50,216
	MO	3,233	3,367	3,503	3,640	3,788	3,943	4,105	4,185
	HR	18.58	19.35	20.13	20.92	21.77	22.66	23.59	24.05
09	YR	39,609	41,154	42,846	44,558	46,416	48,254	50,237	51,219
	MO	3,301	3,430	3,570	3,713	3,868	4,021	4,186	4,268
	HR	18.97	19.71	20.52	21.34	22.23	23.11	24.06	24.53
10	YR	40,403	42,031	43,681	45,456	47,314	49,256	51,219	52,263
	MO	3,367	3,503	3,640	3,788	3,943	4,105	4,268	4,355
	HR	19.35	20.13	20.92	21.77	22.66	23.59	24.53	25.03
11	YR	41,154	42,846	44,558	46,416	48,254	50,237	52,284	53,307
	MO	3,430	3,570	3,713	3,868	4,021	4,186	4,357	4,442
	HR	19.71	20.52	21.34	22.23	23.11	24.06	25.04	25.53
12	YR	42,031	43,681	45,456	47,314	49,256	51,219	53,307	54,392
	MO	3,503	3,640	3,788	3,943	4,105	4,268	4,442	4,533
	HR	20.13	20.92	21.77	22.66	23.59	24.53	25.53	26.05
13	YR	42,846	44,558	46,416	48,254	50,237	52,284	54,351	55,416
	MO	3,570	3,713	3,868	4,021	4,186	4,357	4,529	4,618
	HR	20.52	21.34	22.23	23.11	24.06	25.04	26.03	26.54
14	YR	43,681	45,456	47,314	49,256	51,219	53,307	55,416	56,543
	MO	3,640	3,788	3,943	4,105	4,268	4,442	4,618	4,712
	HR	20.92	21.77	22.66	23.59	24.53	25.53	26.54	27.08
15	YR	44,558	46,416	48,254	50,237	52,284	54,351	56,543	57,650
	MO	3,713	3,868	4,021	4,186	4,357	4,529	4,712	4,804
	HR	21.34	22.23	23.11	24.06	25.04	26.03	27.08	27.61

NR Spec 2 (Conservation Offcr)
NR Spec 3 (Co Reg Trg Off)
NR Spec 3 (Co Special Invest)
NR Spec 3 (Co Water Res Spec)

05H
08H
10H
08H

NR Spec 4 (Co Pilot)
NR Spec/Cons Off Unit Leader
NR Specialist 3/CO -
Research & Develop

11H
08H
08H

APPENDIX E-2
Compensation Grid 1C
Unit 201 Law Enforcement
Ranges 03 - 15
Effective 01/06/99 - 06/30/99

Step		A	B	C	D	E	F	G	H
Range			After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 2 Add. Yrs.
03	YR	35,162	36,561	38,085	39,609	41,154	42,846	44,558	46,416
	MO	2,930	3,047	3,174	3,301	3,430	3,570	3,713	3,868
	HR	16.84	17.51	18.24	18.97	19.71	20.52	21.34	22.23
04	YR	35,872	37,313	38,795	40,403	42,031	43,681	45,456	47,314
	MO	2,989	3,109	3,233	3,367	3,503	3,640	3,788	3,943
	HR	17.18	17.87	18.58	19.35	20.13	20.92	21.77	22.66
05	YR	36,561	38,085	39,609	41,154	42,846	44,558	46,416	48,254
	MO	3,047	3,174	3,301	3,430	3,570	3,713	3,868	4,021
	HR	17.51	18.24	18.97	19.71	20.52	21.34	22.23	23.11
06	YR	37,313	38,795	40,403	42,031	43,681	45,456	47,314	49,256
	MO	3,109	3,233	3,367	3,503	3,640	3,788	3,943	4,105
	HR	17.87	18.58	19.35	20.13	20.92	21.77	22.66	23.59
07	YR	38,085	39,609	41,154	42,846	44,558	46,416	48,254	50,237
	MO	3,174	3,301	3,430	3,570	3,713	3,868	4,021	4,186
	HR	18.24	18.97	19.71	20.52	21.34	22.23	23.11	24.06
08	YR	38,795	40,403	42,031	43,681	45,456	47,314	49,256	51,219
	MO	3,233	3,367	3,503	3,640	3,788	3,943	4,105	4,268
	HR	18.58	19.35	20.13	20.92	21.77	22.66	23.59	24.53
09	YR	39,609	41,154	42,846	44,558	46,416	48,254	50,237	52,284
	MO	3,301	3,430	3,570	3,713	3,868	4,021	4,186	4,357
	HR	18.97	19.71	20.52	21.34	22.23	23.11	24.06	25.04
10	YR	40,403	42,031	43,681	45,456	47,314	49,256	51,219	53,307
	MO	3,367	3,503	3,640	3,788	3,943	4,105	4,268	4,442
	HR	19.35	20.13	20.92	21.77	22.66	23.59	24.53	25.53
11	YR	41,154	42,846	44,558	46,416	48,254	50,237	52,284	54,351
	MO	3,430	3,570	3,713	3,868	4,021	4,186	4,357	4,529
	HR	19.71	20.52	21.34	22.23	23.11	24.06	25.04	26.03
12	YR	42,031	43,681	45,456	47,314	49,256	51,219	53,307	55,416
	MO	3,503	3,640	3,788	3,943	4,105	4,268	4,442	4,618
	HR	20.13	20.92	21.77	22.66	23.59	24.53	25.53	26.54
13	YR	42,846	44,558	46,416	48,254	50,237	52,284	54,351	56,543
	MO	3,570	3,713	3,868	4,021	4,186	4,357	4,529	4,712
	HR	20.52	21.34	22.23	23.11	24.06	25.04	26.03	27.08
14	YR	43,681	45,456	47,314	49,256	51,219	53,307	55,416	57,650
	MO	3,640	3,788	3,943	4,105	4,268	4,442	4,618	4,804
	HR	20.92	21.77	22.66	23.59	24.53	25.53	26.54	27.61
15	YR	44,558	46,416	48,254	50,237	52,284	54,351	56,543	58,819
	MO	3,713	3,868	4,021	4,186	4,357	4,529	4,712	4,902
	HR	21.34	22.23	23.11	24.06	25.04	26.03	27.08	28.17

NR Spec 2 (Conservation Offcr)	05H	NR Spec 4 (Co Pilot)	11H
NR Spec 3 (Co Reg Trg Off)	08H	NR Spec/Cons Off Unit Leader	08H
NR Spec 3 (Co Special Invest)	10H	NR Specialist 3/CO -	08H
NR Spec 3 (Co Water Res Spec)	08H	Research & Develop	

APPENDIX F
Compensation Grid 1B
Unit 201 Law Enforcement
Ranges 22 - 23
Effective 07/01/97 - 06/30/98

Step			A	B	C	D	E	F	G	H
Range				After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 3 Add. Yrs.
22	Special	YR	42,407	44,140	45,936	47,815	49,736	51,762	53,808	54,894
	Agent	MO	3,534	3,678	3,828	3,985	4,145	4,313	4,484	4,574
		HR	20.31	21.14	22.00	22.90	23.82	24.79	25.77	26.29
23	Special	YR	45,059	46,855	48,776	50,759	52,764	54,894	57,107	58,234
	Agent	MO	3,755	3,905	4,065	4,230	4,397	4,574	4,759	4,853
	Senior	HR	21.58	22.44	23.36	24.31	25.27	26.29	27.35	27.89

APPENDIX G
Compensation Grid 1B
Unit 201 Law Enforcement
Ranges 22 - 23
Effective 07/01/98 - 01/05/99

Step			A	B	C	D	E	F	G	H
Range				After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 3 Add. Yrs.
22	Special	YR	43,681	45,456	47,314	49,256	51,219	53,307	55,416	56,543
	Agent	MO	3,640	3,788	3,943	4,105	4,268	4,442	4,618	4,712
		HR	20.92	21.77	22.66	23.59	24.53	25.53	26.54	27.08
23	Special	YR	46,416	48,254	50,237	52,284	54,351	56,543	58,819	60,009
	Agent	MO	3,868	4,021	4,186	4,357	4,529	4,712	4,902	5,001
	Senior	HR	22.23	23.11	24.06	25.04	26.03	27.08	28.17	28.74

Compensation Grid 1B
Unit 201 Law Enforcement
Ranges 22 - 23
Effective 01/06/99 - 06/30/99

Step			A	B	C	D	E	F	G	H
Range				After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 2 Add. Yrs.
22	Special	YR	43,681	45,456	47,314	49,256	51,219	53,307	55,416	57,650
	Agent	MO	3,640	3,788	3,943	4,105	4,268	4,442	4,618	4,804
		HR	20.92	21.77	22.66	23.59	24.53	25.53	26.54	27.61
23	Special	YR	46,416	48,254	50,237	52,284	54,351	56,543	58,819	60,009
	Agent	MO	3,868	4,021	4,186	4,357	4,529	4,712	4,902	5,001
	Senior	HR	22.23	23.11	24.06	25.04	26.03	27.08	28.17	28.74

APPENDIX H
Compensation Grid 1A
Unit 201 Law Enforcement
Ranges 01 - 03
Effective 07/01/97 - 06/30/98

Step			A	B	C	D	E	F	G
Range			Base	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 6 Years	After 8 Years
01	State	YR	32,823	34,661	35,934	38,064	39,484	40,820	44,036
	Patrol	MO	2,735	2,888	2,995	3,172	3,290	3,402	3,670
	Trooper	HR	15.72	16.60	17.21	18.23	18.91	19.55	21.09
			After 5 Years	After 6 Years					
02	State	YR	40,820	44,934					
	Patrol	MO	3,402	3,744					
	Trooper 1	HR	19.55	21.52					
			After 10 Years	After 13 Years	After 15 Years				
03	State	YR	44,934	45,268	46,855				
	Patrol	MO	3,744	3,772	3,905				
	Corporal	HR	21.52	21.68	22.44				

APPENDIX I
Compensation Grid 1A
Unit 201 Law Enforcement
Ranges 01 - 03
Effective 07/01/98 - 01/05/99

Step			A	B	C	D	E	F
Range			Base	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 6 Years
01	State	YR	37,313	38,795	40,403	42,031	43,681	45,456
	Patrol	MO	3,109	3,233	3,367	3,503	3,640	3,788
	Trooper	HR	17.87	18.58	19.35	20.13	20.92	21.77
			After 5 Years	After 6 Years				
02	State	YR	45,456	47,314				
	Patrol	MO	3,788	3,943				
	Trooper 1	HR	21.77	22.66				
			After 10 Years	After 15 Years				
03	State	YR	47,314	48,254				
	Patrol	MO	3,943	4,021				
	Corporal	HR	22.66	23.11				

Compensation Grid 1A
Unit 201 Law Enforcement
Ranges 01 - 03
Effective 01/06/99 - 06/30/99

Step			A	B	C	D	E	F
Range			Base	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 6 Years
01	State	YR	37,313	38,795	40,403	42,031	43,681	45,456
	Patrol	MO	3,109	3,233	3,367	3,503	3,640	3,788
	Trooper	HR	17.87	18.58	19.35	20.13	20.92	21.77
			After 5 Years	After 6 Years				
02	State	YR	45,456	47,314				
	Patrol	MO	3,788	3,943				
	Trooper 1	HR	21.77	22.66				
			After 10 Years	After 14 Years				
03	State	YR	47,314	49,256				
	Patrol	MO	3,943	4,105				
	Corporal	HR	22.66	23.59				

APPENDIX J

August 17, 1989

Brian Rice
Attorney at Law
Best and Flanagan
3500 I.D.S. Center
Minneapolis, MN 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 K

December 11, 1995

Dennis Olson

President

MN State Patrol Troopers Assn.

Dear Dennis:

During negotiations for the 1995-97 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,

Paul Larson

Labor Relations Representative Principal

PL:ak

APPENDIX L - 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:

Substance	Initial Screening	Confirmatory
Alcohol (urine)	02 Gm/67 ml	02 Gm/67 ml of urine
Alcohol (blood)	02 Gm/100 ml	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 with-

out 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 indicat-

ing 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).

Employee's Signature _____ Witnessed By: _____

Dated: _____ Dated: _____

APPENDIX M - LOW-COST HEALTH PLAN BY COUNTY — 1998 INSURANCE YEAR

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

APPENDIX N - LETTER OF AGREEMENT

This Letter of Agreement is made and entered into this 3rd day of January, 1994, by and between the State of Minnesota and its Department of Public Safety and the Department of Natural Resources, hereinafter referred to as the Employer, and the Bureau of Criminal Apprehension Agents' Association, the Minnesota Conservation Officers' Association, and the Minnesota State Patrol Troopers' Association, hereinafter referred to as the Association, and will be included as part of the agreement made between the Employer and the Association for the period covering July 1, 1993 and June 30, 1995.

The parties agree to undertake a comprehensive study of the differences between the wages and wage equivalents of Association members and police officers in Stanton Group V Communities and the University of Minnesota (the "comparison groups").

The parties agree to make a good faith effort to evaluate and quantify the total compensation differences between the Association members and the comparison groups. In undertaking the study, the parties recognize the arbitration decisions between them (BMS Case No. 85-PN-813, 88-PN-21, 92-PN-111).

The parties agree to consider the elements of compensation, including but not limited to severance pay, base wages, insurance, holidays, vacation days, sick leave days, clothing allowances, longevity, step progression, and deferred compensation, in making the comparisons and quantifying the differences in compensation. (Based on the study, the parties will use the results to guide future negotiations between them.)

The parties agree to begin this study no later than March 1, 1994 and to complete the study and make recommendations no later than August 1, 1994.

FOR THE ASSOCIATION



Dennis Olson, Chairperson
MN Law Enforcement Association

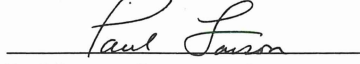


Brian F. Rice, Attorney

FOR THE EMPLOYER



John Kuderka, Representative
Department of Employee Relations



Paul Larson, Representative
Department of Employee Relations

Dated this 21st of January, 1994.

APPENDIX O - MEMORANDUM OF UNDERSTANDING

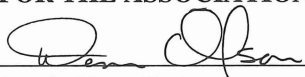
This Memorandum of Understanding is made and entered into this 12th day of January, 1996, by and between the State of Minnesota and its Department of Public Safety and its Department of Natural Resources (the "Employer"), and the Bureau of Criminal Apprehension Agents' Association, the Minnesota State Patrol Troopers Association and the Minnesota Conservation Officers' Association (cumulatively the "Association") to be included as part of the collective bargaining agreement between the Employer and the Association for the period from July 1, 1995 to June 30, 1997 (the "Labor Agreement").

The following issues were raised during the negotiations of the Labor Agreement, but were not resolved by the parties. Accordingly, the parties hereby agree that they shall continue to meet and confer in a timely manner on the following issues. The parties further agree that, unless the parties enter into a written agreement signed by both of them which modifies or clarifies the Labor Agreement, the parties shall continue to be bound the expressed terms and conditions of the Labor Agreement with regard to such issues.

The issues about which the parties shall continue to meet and confer are:

[The Association and the Employer entered into a Memorandum of Understanding itemizing the meet and confer topics after the printing of the Contract.]

FOR THE ASSOCIATION

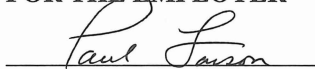


Dennis Olson, Chair Person
Minnesota Law Enforcement Assn.



James P. Michels
Attorney for MLEA

FOR THE EMPLOYER



Paul Larson
Assistant State Negotiator
Department of Employee Relations



Fred Skarich
Labor Relations Representative,
Principal
Department of Employee Relations

