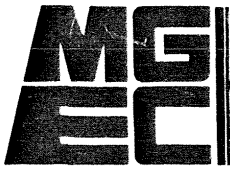


AGREEMENT  
BETWEEN THE  
STATE OF MINNESOTA  
AND THE  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

July 1, 1989 through June 30, 1991



# Minnesota Government Engineers Council

525 Park Street • St. Paul, Minnesota 55103 • (612) 227-2316

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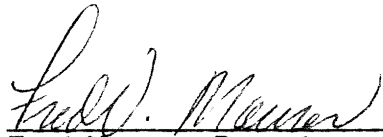
- DAVE O'CONNELL


September 5, 1989

Rep. Wayne Simoneau  
Chairman, Legislative Commission  
on Employee Relations  
State Office Bldg.  
St. Paul, MN 55155

Dear Rep. Simoneau:

WE HEREBY CERTIFY that the agreement between the Minnesota Government Engineers Council (MGEC) and the State of Minnesota, for State employees in bargaining unit # 12, has been approved by the MGEC Board of Directors, and ratified by the membership of bargaining unit # 12.

  
\_\_\_\_\_  
Fred Maurer, President  
Minnesota Government Engineers Council

  
\_\_\_\_\_  
Dave O'Connell, Executive Director  
Minnesota Government Engineers Council

Dated this 5th day of September, 1989

cc: DOER

**SUMMARY OF SALARY AND BENEFIT PROVISIONS OF AGREEMENT  
WITH MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES**

**Salary**

**General Wage Adjustment**

July 5, 1989: 5% across-the-board

July 4, 1990: 5% across-the-board

**Other**

1. One range adjustment for entry level classes effective October 24, 1990. (Employees move to new range with no immediate increase in salary.)
2. Inequity adjustment to 15 job classes effective July 5, 1989 (comparable rate movement).
3. Fifteen classes adjusted based on Hay point evaluations effective July 5, 1989 (comparable rate movement).

**Insurance**

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

Substantive changes to the State Health Plan include:

- New out-of-network deductibles of \$300 per person per year (\$600 per family), and 70%-30% coinsurance up to maximum annual copayment of \$3,000 per person (\$6,000 per family).
  - Limit of maximum lifetime coverage of \$1,000,000 through SHP network, \$500,000 for coverage outside the network.
  - No coverage for out-of-network service for mental health services, both inpatient and outpatient.
  - No coverage for out-of-network service for chemical dependency services, inpatient or outpatient.
  - No out-of-network coverage for chiropractic services.
- Current benefit levels maintained, except new co-pays adopted as follows:
    - \$30 for outpatient emergency room visits;
    - \$15 copayment for urgicenter visits.
  - Increased co-pays for prescription drugs to new limits:
    - Effective 12/20/89 -- \$5 for formulary, \$11 for non-formulary.
    - Effective 1/3/91 -- \$6 for formulary, \$12 for non-formulary.

## SUMMARY OF FINANCIAL COST

### I. Bargaining Unit Composition:

| <u>Unit</u>          | <u>Approximate No. of Employees</u> |
|----------------------|-------------------------------------|
| General Professional | 5,975                               |

### II. Exclusive Representative: Minnesota Association of Professional Employees

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

| <u>Cost Item</u>  | <u>Biennial Base</u> | <u>Biennial<br/>New Money</u> |
|-------------------|----------------------|-------------------------------|
| Salaries          | \$362,649,000        | \$33,298,000                  |
| FICA & Retirement | \$ 41,969,000        | \$ 3,854,000                  |
| Insurance         | \$ 30,440,000        | \$ 4,885,000                  |
| TOTALS:           | \$435,058,000        | \$42,037,000                  |

WPPLABOR7

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PREAMBLE

This Agreement, made and entered into this 6<sup>th</sup> day of September, 1989 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Government Engineers Council, hereinafter referred to as the Council, has as its purpose the promotion of harmonious relations between the Employer, the Council, and the employees covered by this Agreement; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption to efficient operations of the agencies, and for the establishment of a full and complete understanding relative to conditions of employment that are within the control of the Employer.

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

ARTICLE 1

COUNCIL RECOGNITION

Section 1. Recognition. The Employer recognizes the Council as the exclusive representative for all engineering employees employed by the State of Minnesota for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year as certified by the Bureau of Mediation Services Case No. 80-PR-1298-A.

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

|                          |                                |
|--------------------------|--------------------------------|
| Engineer, Administrative | Engineering Specialist, Senior |
| Engineer 1, Graduate     | Land Surveyor                  |
| Engineer 2, Graduate     | Land Surveyor, Senior          |
| Engineer, Principal      | Land Surveyor, Principal       |
| Engineer, Senior         | Radio Engineer 1               |
| Engineering Specialist   | Radio Engineer 2               |

Copies of classification specifications for these classifications will be made available in the personnel office of each Appointing Authority to employees in the unit and to the Council.

Section 3. Disputes. If a new job classification in State service is created or if a current job classification is significantly modified in occupational content, and if either party maintains that such new or changed classification be placed in or removed from Unit 12, the parties shall meet in an attempt to determine whether or not the classification should be included in the unit. The matter shall then be referred to the Bureau of Mediation Services for a determination in accordance with Minn. Stat. 179.71, Subd. 5(j).

Section 4. New Units. The provisions of this Agreement and recognition of the Council as exclusive bargaining representative shall also be extended to all employees in appropriate units for which the Council is certified during the life of this Agreement.

Section 5. Exclusive Recognition. The Employer will not meet and negotiate with any other council, association, labor or employee organization concerning the terms and conditions of employment for employees covered by this Agreement.

Nothing in this Agreement shall restrict any employee from discussing any personal problem or concern with the Appointing Authority or Employer.

## ARTICLE 2

### COUNCIL DUES

Section 1. Payroll Deduction. The Employer agrees to cooperate with the Council in facilitating the deduction of the regular Council dues for those employees in the unit who are members of the Council and who authorize such deductions in writing; the deduction of fair share fee assessments; and the deduction of Council dues for employees who agree to voluntarily join the Council and who authorize such deductions in writing, so long as such employees are not in a bargaining unit represented by another exclusive representative.

Section 2. Exclusivity. No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement.

Section 3. Hold Harmless. The Council agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article including fair share deductions and remittances.

Section 4. Dues Remission. The aggregate deductions of all employees shall be remitted, by the Commissioner of Finance, together with an itemized statement, to the Minnesota Government Engineers Council no later than ten (10) days following the end of each payroll period.

Section 5. Employee Lists. Upon the request of the Council, the Employer agrees to furnish the Council with a current list of all members of the unit including home addresses. The Council shall reimburse the Employer for the cost of providing the list. The Appointing Authority shall notify the Council within one payroll period of the starting date for a new employee and furnish the Council with the following information regarding such new employee: name, classification, home address and social security number. The Council shall also be notified of the promotion, transfer between Appointing Authorities, resignation or retirement of any of the members of the unit.

The Council agrees to furnish the Appointing Authority with the proper forms for the reporting of this information. A copy of said form is reproduced in Appendix A.

## ARTICLE 3

### EMPLOYER RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of their various aspects, including but not limited to, the right to direct and assign employees; to evaluate job performance of employees, to plan, direct and control all the operations and services of the Employer; to schedule working hours appropriate for employees in this bargaining unit; to determine whether goods and services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and then enforced in accordance with the rules and regulations. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## ARTICLE 4

### COUNCIL AND EMPLOYEE RIGHTS

Section 1. Council Activities. The Council has the right and responsibility to represent the interests of all employees in the unit; to present its views to the Appointing Authority on matters of concern, either orally or in writing; and to meet and confer with the Appointing Authority regarding policies and matters other than terms and conditions of employment. With advance notice to the Council Representative's immediate supervisor, the Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Council Representatives shall be allowed reasonable time which does not unduly interfere with their normal duties to: consult with the Employer concerning the enforcement of any provision of this Agreement; to consult with the Employer and present its views on other matters of concern; to transmit communications authorized by the Council; and to post Council notices and announcements.

Section 2. Posting Space. The Appointing Authority shall provide the Council access to posting space in convenient places in work areas in which employees in this unit work to be used exclusively by the Council for posting pertinent Council information. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement, nor shall it contain material of a partisan political or inflammatory nature.

Section 3. Non-interference. The Employer agrees not to interfere with the rights of employees to become members of the Council, and not to discriminate, restrain, make reprisals against, or coerce any Council member or Council officer because of his or her activity on behalf of the Council.

Section 4. Council Responsibility. The Council accepts its responsibility as the exclusive representative of members of the unit and agrees to represent all employees in the unit without discrimination.

Section 5. Employee Initiated Training. If, in the judgement of the Appointing Authority, the taking of a college course, a professional workshop, seminar or an in-service training program will better prepare an employee to perform his/her current or projected responsibilities and funds are available for this purpose and staffing needs can be met, the employee shall, upon his/her request, be allowed twenty-four (24) hours per year of employee initiated training for professional development. At the discretion of the Appointing Authority, this may be accomplished through releasing the employee without loss of pay, or accrual of additional salary, to attend the training or alternatively, be reimbursed for 75% of the tuition or workshop/seminar registration fee or a prorata combination of both release time and reimbursement. At the discretion of the Appointing Authority, more than the twenty-four (24) hours per year may be granted. It is understood that employees must successfully complete the college course, workshop or seminar to be reimbursed. At the discretion of the Appointing Authority, employees may also be reimbursed for expenses pursuant to Article 19. When practical, the Appointing Authority will attempt to adjust the employee's hours if the approved training activity is scheduled during the employee's normal work hours.

Section 6. Child Care. The parties to this agreement shall meet and explore the possibility of establishing a child care facility in both the Capitol and University of Minnesota area for children of State employees.

Section 7. Performance Appraisals. An employee shall have at least one (1) Performance Review with his/her supervisor each year.

## ARTICLE 5

### NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Council, its officers and the employees covered by this Agreement agree not to promote, support or engage in any strikes as defined in Minn. Stat. 179A.01, subd. 16. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

Employees covered by this Agreement are essential employees pursuant to Minn. Stat. 179.63, Subd. 11 (1980).

Section 2. No Lockouts. No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer during the life of this Agreement.

## ARTICLE 6

### HOURS OF WORK AND OVERTIME

Section 1. Definition. Hours of work are defined as the hours in a day and/or those hours of the day and payroll period in which the employee must work in order to fulfill the responsibilities of the position.

Section 2. Normal Payroll Period. The normal payroll period shall consist of eighty (80) hours of work within a two (2) week payroll period.

Section 3. Daily Scheduling. The Appointing Authority recognizes that because of the professional and supervisory nature of their work, the employees covered by this agreement may be required to work varied hours, work on holidays and weekends, and during several periods within a single day, making the maintenance of consistent starting and stopping times or the assignment of the number of hours worked in a day sometimes impossible.

Section 4. Overtime.

A. Preapproved Overtime. Preapproved overtime shall be subject to approval by the Appointing Authority in advance of being worked.

1. Graduate Engineers. Employees in Graduate Engineer classes shall be compensated for preapproved overtime for which the necessary hours of work can be anticipated of more than eight (8) hours per week for at least two (2) consecutive weeks.
2. All Other Classes. Employees in these classes shall be compensated for preapproved overtime for which the necessary hours of work can be anticipated of more than eight (8) hours per week for at least four (4) consecutive weeks in order to meet:
  - a. a high priority completion date; or
  - b. to complete other vital and highly essential work assignments.

Preapproved overtime worked may be liquidated in either cash or compensatory time off at the rate of straight time at the option of the Appointing Authority after consulting with the employee.

Overtime turned into compensatory time shall not exceed one hundred twenty (120) hours. The compensatory bank shall be liquidated in leave only and shall dissolve if the employee leaves the Appointing Authority or bargaining unit. Hours worked over the one hundred twenty (120) hours shall not be paid in cash or compensatory time.

However, in extraordinary circumstances and with the Appointing Authority's approval, an employee's compensatory bank may exceed one hundred twenty (120) hours up to a maximum of two hundred forty (240) hours. By November 1, the Appointing Authority, by written notice to the employee, may require the employee to schedule time off prior to the last day of the first full pay period in January to use any hours in the compensatory bank above one hundred twenty (120) hours. If the hours in the compensatory bank have not been reduced to one hundred twenty (120) hours by the last day of the first full pay period in January, the hours above one hundred twenty (120) shall be paid in cash.

- B. Occasional Overtime. Hours worked in excess of the normal payroll period to meet peak work demands from time to time may be accumulated and taken off by payroll period averaging within six (6) payroll periods following the payroll period in which they are worked. It is understood and agreed that hours averaged are not necessarily on an hour for hour basis. Any employee who fails to take such time off within the following six (6) payroll periods for any reason whatsoever shall have waived the right to take the time off. Such payroll period averaging shall be subject to approval by the employee's supervisor.



Section 5. Shift Changes. When an employee is assigned to a specific shift and that assignment is changed, the employee shall be given seven (7) calendar days notice prior to the change.

Section 6. On-Call. Employees who have been scheduled to be in an "on-call" status are not required to remain in a fixed location but are required to leave word where they can be reached. Employees in the on-call status who are called to work will use a state vehicle, or use their own vehicle and be reimbursed mileage for driving to and from their work station and their home. An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off-duty period.

An employee, who is instructed in writing to remain in an on-call status, shall be compensated for such time on the basis of \$45.00 for a twenty-four hour period or part thereof to a maximum of \$280.00 per week.

In the Department of Health, an employee who volunteers to be on-call shall be considered to be on-call when the employee's name has been posted for duty by the supervisor during an off duty period. An employee who is scheduled for on-call status is not required to remain at a fixed location, but must stay within the area of the paging device.

Employees in the Department of Health who volunteer to carry paging devices and be on-call to respond to nuclear emergencies shall be compensated at a flat rate of \$55.00 per week of assigned on-call duty.

Section 7. Call Back. Employees who are called back to work after their regularly scheduled shift shall be paid at their regular hourly rate of pay or shall be given compensatory time off equal to the amount of time worked at the Appointing Authority's discretion after consulting with the employee. The minimum amount of call back time shall be two (2) hours. Employees shall also receive roundtrip mileage from their home to their work station.

## ARTICLE 7

### HOLIDAYS

Section 1. Eligibility. All employees except temporary employees, intermittent employees, emergency employees, and project employees, shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period. However, temporary employees hired prior to the effective date of this Agreement shall be eligible under the provisions of this article except for the floating holiday.

Section 2. Observed Holidays. The following days shall be observed as paid holidays for all eligible employees:

Tuesday, July 4, 1989 - Independence Day  
Monday, September 4, 1989 - Labor Day  
Friday, November 10, 1989 - Veteran's Day  
Thursday, November 23, 1989 - Thanksgiving Day  
Friday, November 24, 1989 - Day after Thanksgiving  
Monday, December 25, 1989 - Christmas Day

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

All eligible employees, except temporary employees, shall receive one (1) floating holiday each fiscal year of the Agreement. The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority. Floating holidays may not be accumulated.

When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and when any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Section 3. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an eligible employee must be in payroll status on the normal workday immediately preceding and the normal workday immediately following the holiday(s).

Eligible intermittent employees shall receive a holiday if they work the day before and the day after the holiday. If such intermittent employee works on a holiday, that employee shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accordance with the schedule set forth in Section 4, below.

Section 4. Holiday Pay. Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Eligible employees who normally work less than full time shall have their holiday pay pro-rated in accordance with the following schedule:

| <u>Hours that would have been worked during the pay period had there been no holiday</u> | <u>Holiday hours earned for each holiday in the pay period</u> |
|--|--|
| Less than 9.5  | 0  |
| At least 9.5, but less than 19.5   | 1  |
| At least 19.5, but less than 29.5  | 2  |
| At least 29.5, but less than 39.5  | 3  |
| At least 39.5, but less than 49.5  | 4  |
| At least 49.5, but less than 59.5  | 5  |
| At least 59.5, but less than 69.5  | 6  |
| At least 69.5, but less than 79.5  | 7  |
| At least 79.5  | 8  |

Section 5. Work on a Holiday. Any eligible employee who works on a holiday shall, at the Appointing Authority's discretion, either be:

- 1) paid in cash at the employee's appropriate rate for all hours worked in addition to holiday pay provided for in Section 4 above; or,
- 2) paid in cash at the employee's appropriate rate for all hours worked in addition to an alternative holiday in lieu of holiday pay provided for in Section 4 above. The Appointing Authority shall, after consultation with the employee, designate such alternative holiday within thirty (30) calendar days of the last date of the pay period in which the holiday occurs.

Section 6. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay, except where the employee has sufficient accumulated annual leave or compensatory time or, by mutual consent, is able to make the time up. Employees shall notify the Appointing Authority at least five (5) working days prior to the leave.

## ARTICLE 8

### VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article.

Section 2. Allowances. All eligible employees shall accrue vacation pay according to the following rates:

| <u>Length of Service Requirement</u> | <u>Rate Per Full Payroll Period</u> |
|--------------------------------------|-------------------------------------|
| 0 through 5 years                    | 4 working hours                     |
| After 5 through 8 years              | 5 working hours                     |
| After 8 through 12 years             | 7 working hours                     |
| After 12 through 20 years            | 7.5 working hours                   |
| After 20 through 25 years            | 8 working hours                     |
| After 25 through 30 years            | 8.5 working hours                   |
| After 30 years                       | 9 working hours                     |

Length of service is defined as the length of employment with the State of Minnesota since the last date of hire into a vacation eligible status. Length of service shall be interrupted only by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

For purposes of determining changes in an employee's accrual rate, Length of Service Requirement shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one full payroll period in duration. This method shall not be used to change any Length of Service Requirements determined prior to July 9, 1975.

Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accordance with the following schedule:

LENGTH OF SERVICE REQUIREMENT

| No. Hours Worked During Pay Period | 0 thru 5 years | After 5 thru 8 years | After 8 thru 12 years | After 12 thru 20 years | After 20 thru 25 years | After 25 thru 30 years | After 30 Years |
|------------------------------------|----------------|----------------------|-----------------------|------------------------|------------------------|------------------------|----------------|
| Less than 9.5                      | 0              | 0                    | 0                     | 0                      | 0                      | 0                      | 0              |
| At least 9.5, but less than 19.5   | .75            | 1                    | 1.25                  | 1.50                   | 1.50                   | 1.75                   | 1.75           |
| At least 19.5, but less than 29.5  | 1              | 1.25                 | 1.75                  | 2                      | 2                      | 2.25                   | 2.25           |
| At least 29.5, but less than 39.5  | 1.50           | 2                    | 2.75                  | 3                      | 3                      | 3.25                   | 3.5            |
| At least 39.5, but less than 49.5  | 2              | 2.50                 | 3.50                  | 3.75                   | 4                      | 4.25                   | 4.5            |
| At least 49.5, but less than 59.5  | 2.50           | 3.25                 | 4.50                  | 4.75                   | 5                      | 5.5                    | 5.75           |
| At least 59.5, but less than 69.5  | 3              | 3.75                 | 5.25                  | 5.75                   | 6                      | 6.5                    | 6.75           |
| At least 69.5, but less than 79.5  | 3.50           | 4.50                 | 6.25                  | 6.75                   | 7                      | 7.5                    | 8              |
| At least 79.5                      | 4              | 5                    | 7                     | 7.50                   | 8                      | 8.5                    | 9              |

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

An employee who is reinstated or reappointed within four years of separation from state service except as a provisional, temporary or emergency appointee, may accrue vacation leave at the same rate and with the same accredited length of service as she/he had at the time of separation.

An employee shall not utilize vacation until completion of six (6) months of service in a vacation eligible status. Once an employee has become eligible to use vacation, vacation accrual shall then be credited back to the date of eligibility stated above.

Effective September 1, 1987, vacation leave may be accumulated 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 last payroll period during the fiscal year, it shall automatically be reduced to two hundred sixty (260) hours at the end of the last payroll period of the fiscal year.

Vacation leave hours shall not be used during the payroll period in which the hours are accrued.

Employees on a military leave under Article 10 shall not earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the employee returns from military leave.

Each Appointing Authority shall keep a current record of employee vacation earnings and accruals which shall be made available to such employees upon request.

Section 3. Vacation Period. Every reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees within a classification on vacation at the same time, and there is a conflict among employees over vacation periods, vacation schedules shall be established on the basis of Classification Seniority within the employee's work unit.

Except in emergencies and after reasonable notice, no employee will be required to work during the employee's vacation once the vacation request has been approved.

Section 4. Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half (1/2) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

Section 5. Vacation Rights. Any employee transferring to the service of another Appointing Authority shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. Any employee separated from state service shall be compensated in cash, at his/her then current rate of pay, for all vacation leave to his/her credit at the time of separation, but in no case shall payment exceed two hundred and sixty (260) hours. Employees shall be allowed to leave their accumulated vacation to their credit during the period of their seasonal or temporary layoff.

Upon request, employees of the Legislative Branch who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement, shall receive credit for their length of service in the Legislative Branch that existed at the time of such transfer or separation for vacation accrual purposes provided that the employee was in an eligible status as defined in Section 1 of this Article when employed by the

Legislative Branch. Such employees shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the effective date of this Agreement. Effective August 25, 1987, employees who are appointed without a break in service may be allowed to bring any accumulated but unused vacation leave with them provided that it does not exceed two hundred and sixty (260) hours.

## ARTICLE 9

### SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article.

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

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accordance with the following schedule:

| <u>Number of Hours Worked<br/>During Pay Period</u> | <u>Less than 900 Hours</u> | <u>900 Hours and<br/>Maintained</u> |
|---|----------------------------|-------------------------------------|
| Less than 9.5                                       | 0                          | 0                                   |
| At least 9.5, but less than 19.5                    | .75                        | .25                                 |
| At least 19.5, but less than 29.5                   | 1                          | .50                                 |
| At least 29.5, but less than 39.5                   | 1.50                       | .75                                 |
| At least 39.5, but less than 49.5                   | 2                          | 1                                   |
| At least 49.5, but less than 59.5                   | 2.50                       | 1.25                                |
| At least 59.5, but less than 69.5                   | 3                          | 1.50                                |
| At least 69.5, but less than 79.5                   | 3.50                       | 1.75                                |
| At least 79.5                                       | 4                          | 2                                   |

An employee who is reinstated or reappointed within four years of separation from state service except as a provisional, temporary or emergency appointee, may have his/her previously accumulated, unused balance of sick leave restored upon approval of the the Appointing Authority.

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

Each Appointing Authority shall keep a current record of sick leave earnings and accrual which shall be made available to employees upon request.

Section 3. Usage. An employee shall be granted sick leave with pay, to the extent of the employee's accumulation, in the following situations:

A. Employees.

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.

The use of a reasonable period of sick leave shall be granted in cases of death of a spouse or parents of the spouse, or the parents, grandparents, guardian, children, brothers, sisters, or wards of the employee.

Sick leave granted under Subsection B above shall be for such reasonable periods as the employee's attendance may be necessary; however such leave under B(2) and B(3) shall not exceed three (3) days. At the discretion of the Appointing Authority, additional time off may be granted for adoption.

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

Sick leave hours shall not be used during the payroll period in which the hours are accrued.

Employees using leave under this Article may be required to furnish a statement from a medical practitioner, upon the request of the Appointing Authority, when the Appointing Authority has reasonable cause to believe that an employee has abused, or is abusing, sick leave.

The Appointing Authority may also require a similar statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not fit to return to work or has been exposed to a contagious disease which endangers the health of other employees, clients or the public.

The abuse of sick leave shall constitute just cause for disciplinary action.

Section 4. Requests. Whenever practicable, employees shall submit written requests for sick leave, on forms furnished by the Appointing Authority, in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond promptly and shall answer all written requests.

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. In no instance shall sick leave be granted for periods of less than one-half (1/2) hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

Section 6. Transfer to Another Appointing Authority. An employee who transfers, or is transferred, to another Appointing Authority, without an interruption in service, shall carry forward accrued and unused sick leave.

## ARTICLE 10

### LEAVES OF ABSENCE

Section 1. Application for Leave. Any requests for a paid or an unpaid leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor as far in advance of the proposed leave as practicable. The request shall state the reason for and the anticipated duration of the leave of absence. Certain leaves may be denied where the needs of the Appointing Authority require that the skills and knowledge possessed by the applicant are necessary to the efficient functioning of the Appointing Authority. The employee is obligated to contact the Appointing Authority if an extension is requested. Failure to contact the Appointing Authority about an extension prior to the end of the leave shall result in a resignation.

### Section 2. Paid Leaves of Absence.

- A. Court Appearance Leave: Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena, or other direction of proper authority, for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular pay less the fee received, exclusive of expenses, for serving as a witness, as required by the court.
- B. Educational Leave: Leave shall be granted for educational purposes if such education is required by the Appointing Authority.
- C. Jury Duty Leave: Leave shall be granted for service upon a jury. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- D. Military Leave: Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.



- E. Voting Time Leave: Any employee who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.
- F. Emergency Leave: An Appointing Authority, after consultation with the Commissioner of Public Safety, may excuse employees from duty, with full pay, in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals.

Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Employee Relations authorizes a longer duration.

Paid leaves of absence granted under this Article shall not exceed the employee's normal work schedule.

### Section 3. Unpaid Leaves of Absence.

- A. Unclassified Service Leave: Leave may be granted to any classified employee to accept a position in the unclassified service of the State of Minnesota.
- B. Educational Leave: Leave may be granted to any employee for educational purposes.
- C. Disability Leave: Leave of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the employee, such leave may be extended. An Appointing Authority may require appropriate medical documentation of the illness, injuries or disability.

Appointing Authority Initiated Disability Leave: If the Appointing Authority has reasonable cause to believe that an employee is unfit or unable to perform the duties of his/her position as a result of disability, illness, or injury, after consultation with the Council, the employee may be placed on a leave of absence for a period not to exceed six (6) months in duration.

Such leave may not be initiated unless the Appointing Authority has offered the employee the opportunity to participate in the Employee Assistance Program or another rehabilitation program and only after an evaluation by a private medical practitioner. Any such determination shall be subject to the Grievance Procedure of this Agreement. The Appointing Authority agrees to pay the cost of the medical evaluation stated above.

- D. Military Leave: Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.
- E. Personal Leave: Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.

- F. Salary Saving Leave: The Appointing Authority may allow an employee to take an unpaid leave of absence if the Appointing Authority determines that the following conditions are met: (1) granting an unpaid leave of absence would help alleviate a budget deficit; and (2) other unpaid leaves of absence are not applicable to the situation. Employees taking leaves of absence under these conditions shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the employees had been employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.
- G. Precinct Caucus or Convention: Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus, political party state central committee meeting or political convention.
- H. Maternity/Paternity/Adoption Leave: A maternity/paternity or adoption leave of absence shall be granted to a natural parent, or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to six (6) months, provided however that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- I. Council Leave: Any elected or appointed officer of the Council may take a leave of absence up to six (6) months to work on Council business, provided however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- J. Other Governmental Agency Work:
1. An employee may be granted a leave of absence by the Appointing Authority for the purposes of accepting employment with the University of Minnesota, any city, county or other governmental agency for a period not to exceed two (2) years.
  2. Indefinite leaves in existence on July 1, 1981, pursuant to M.S. 163.07 shall continue indefinitely under the following conditions:
    - a. An employee may return from such leave only if a vacancy exists in the Minnesota Department of Transportation in the job classification from which the leave was granted. This limitation shall not be interpreted to limit in any way the availability and the application of M.S. 163.07, subdivision 4 and 5, relating to Civil Service classification and promotional examination eligibility for persons holding engineering positions in other governmental units.
    - b. Employees on leave shall not accrue any seniority, and their leave shall constitute a break in their length of service for purposes of layoff and recall, and a break in their length of service for purposes of vacation accrual. For purposes of eligibility for severance pay their leave shall not constitute a break in their length of service.

- K. Non-Governmental Employment Leave: A leave of absence without pay for up to one (1) year may be granted at the discretion of the Appointing Authority for the purpose of accepting a position with an employer who is not a governmental agency. An additional year of leave may be granted upon the mutual agreement of the employee and the Appointing Authority. Employees granted such leave shall not be permitted to bump an existing employee and may return from such leave only if a vacancy exists in the agency in the job class from which the leave was granted.

Employees on leave shall not accrue any seniority, and their leave shall constitute a break in their length of service for purposes of layoff and recall, and a break in their length of service for purposes of vacation accrual. For purposes of eligibility for severance pay their leave shall not constitute a break in their length of service.

Section 4. Cancellation of Discretionary Leaves. Leaves of absence or extensions of such leaves, which are subject to the discretionary authority of the Employer may be cancelled by the Appointing Authority upon reasonable written notice to the employee. At the discretion of the Appointing Authority, an employee may terminate his/her leave of absence and return to work prior to the previously agreed upon date of expiration of that leave of absence.

Section 5. Reinstatement after Leave. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in a position in his/her former classification and seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to the agreed upon termination date of their intention to return from leave. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced, plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.

## ARTICLE 11

### VACANCIES, RECLASSIFICATION, FILLING OF POSITIONS, PROMOTIONAL RATINGS

#### Section 1. Definitions.

- A. Vacancy. A vacancy is defined as a permanent position in the classified service which an Appointing Authority determines to fill. Also, a vacancy is not created by reallocation, unless the incumbent fails to qualify for appointment to the new class. Before an employee is reassigned to a different position with significantly different job duties, that position shall first be posted pursuant to Section 2, except when the reassignment is to avoid a layoff. Where no vacancy exists, the Appointing Authority may reassign on a permanent basis employees to other positions within the same classification and District, Office, Division or Bureau to accomplish staffing objectives.

When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi-public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

- B. Reclassification. Reclassification means changing the allocation of a position to a higher, lower or equivalent class.

An employee who desires to protest a reclassification decision regarding his/her position may do so by following the provisions of M.S. 43A.07, Subd. 3. The decision of the Commissioner of Employee Relations pursuant to this section shall not be subject to the grievance and arbitration provisions of this Agreement.

- C. Reallocation. Reallocation means a reclassification (the changing of the allocation of a position to a higher, lower, or equivalent class) resulting from significant changes over a period of time in the duties and responsibilities of the position.
- D. Change in Allocation. Change in allocation means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.

Section 2. Lateral Posting. Whenever a vacancy occurs, it shall be posted for laterals within the Appointing Authority for ten (10) working days, unless by mutual agreement of the Council and Appointing Authority this requirement is waived. Eligible employees may indicate their desire to be considered for the position. A copy of each posting shall be given to the Council and shall include the classification, the name of the previous incumbent, if any, the supervisor, a brief description of the position and the required qualifications. In certain circumstances, this posting may include notice that employees in other classes may express an interest in the position. However, for such an employee to be selected, the Appointing Authority must determine that the position can be restructured and the position classification changed to the selected applicant's current job classification in accordance with appropriate statutes and administrative procedures.

Section 3. Filling of Vacancies.

- A. Laterals. Prior to filling the vacancy for the posted opening through other means, all classified employees in the Appointing Authority, employment condition, and posted job classification who express their interest either orally or in writing, shall be given serious consideration, including the opportunity for an interview.
- B. Layoff List. If a layoff list exists for the classification, seniority unit, employment condition and geographic location selection shall then be made from qualified employees on that list. No new appointments shall be made in a classification, seniority unit and employment condition for which a layoff list exists until all qualified employees on such list have been offered the opportunity to accept the position.
- C. Other Alternatives. After interviewing the laterals and determining there is no one on the layoff list, the Appointing Authority may fill the vacancy by appointment from any eligible list, a voluntary demotion, a reinstatement, a lateral, a transfer or any other means provided by law.

Upon request, the Appointing Authority shall make available to the Council the list of certified eligibles used to fill a vacancy in the bargaining unit.

[For guidance on how to consider employees on a certified promotional list, see memo dated 7/1/89 in back of contract.]

Section 4. Change in Allocation. When there is a change in allocation of a position, such position shall be considered vacant under the provisions of this Article and filled in accordance with Section 3. If the incumbent of a position which is changed in allocation is ineligible to continue in the position and is not promoted, demoted, reassigned or transferred, the layoff provisions of this Agreement shall apply.

Section 5. Reallocation. The incumbent of a position which is reallocated shall continue in the position if the employee is eligible for, and is appointed to, the position in the new class.

If the incumbent has performed satisfactorily in the reallocated position, he/she shall be promoted to the new class, without examination, in accordance with law, provided the employee possesses any registration required for the new class.

Where the incumbent has failed to perform satisfactorily in the reallocated position or is otherwise ineligible to continue in that position in the new class, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority of the reallocation. Where the incumbent is ineligible to continue in the position and is not reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

Section 6. Retroactive Pay on Reallocation. If the incumbent of a position which is reallocated to a higher classification receives a probationary appointment to the reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after the Department of Employee Relations receives a reallocation request determined by the Department of Employee Relations to be properly documented, and the payment shall continue from that date until the effective date of the probationary appointment.

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

If a position is reallocated to a lower class as a result of a classification study initiated by the Employer and/or the Appointing Authority, the employee's name shall be placed on the layoff list for the seniority unit, classification and employment condition from which the employee was reallocated. Placement on the list and recall from it shall be subject to the provisions of Article 13 (Layoff and Recall), Section 7 (Layoff Lists) and Section 8 (Recall).

Section 7. Promotional Ratings. Promotional ratings required by the Employer in conjunction with a promotional examination shall be prepared in an objective manner for each employee who is an applicant for that examination. No employee will be rated by a supervisor who is competing in the same screening process for placement on the same eligible list. Prior to being sent to the Department of Employee Relations, the employee's immediate supervisor shall discuss the employee's final rating with him/her and, upon request, shall furnish a signed copy of the rating to the employee.

## ARTICLE 12

### PROBATIONARY PERIOD

All unlimited appointments to positions in the classified service, except appointments from layoff lists, shall be for a probationary period of six (6) calendar months.

A calendar month is defined as the time between the date of employment and the corresponding date in the next following month. Any unpaid leaves of absence in excess of an aggregate total of ten (10) work days shall be added to the duration of the probationary period. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment.

An Appointing Authority may require a probationary period of six (6) calendar months for transfers, reemployments, reinstatements, and voluntary demotions. If a probationary period will be required on a transfer, the Appointing Authority shall notify the employee in writing prior to the effective date of the transfer. In the absence of such notice, transfer of a probationary employee will not affect the running of the probationary period, and the transfer of a permanent employee shall be with permanent status.

If the Appointing Authority decides an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority and the employee may mutually agree to a limited extension, not to exceed six (6) months.

Employees placed on layoff prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation.

Probationary employees serving an initial probation may upon request meet with the Appointing Authority or designee to discuss the non-certification.

An employee who is serving a probationary period and who is not certified by the Appointing Authority shall have the right to be restored to a position in his/her former class and Appointing Authority.

The length of a probationary period commenced prior to the effective date of this Agreement shall be governed by the collective bargaining agreement by which an affected employee was covered or by the personnel rules, whichever was applicable. All other aspects of the probationary period shall be covered by the terms of this Agreement.

ARTICLE 13

LAYOFF AND RECALL

Section 1. Definitions. For purposes of this Article, these terms are defined as follows:

- A. State Seniority. "State Seniority" is defined as the length of employment with the Employer since the last date of hire.
- B. Appointing Authority Seniority. "Appointing Authority Seniority" is defined as the length of service within the Appointing Authority and its predecessor agencies.
- C. Classification Seniority. "Classification Seniority" is defined as the length of service in a specific job classification within the Appointing Authority and its predecessor agencies, beginning with the date an employee starts to serve a probationary period.

When an employee demotes, bumps, or transfers back to a previously held classification, Classification Seniority in the class to which the employee demotes, bumps, or transfers shall include Classification Seniority in all related higher or equally paid classes in which the employee has served as well as any Classification Seniority previously acquired in the class to which the employee demotes, bumps, or transfers.

Effective August 25, 1987, an employee who serves a temporary appointment in a class and receives a probationary appointment to that class shall have Classification Seniority credited to the beginning of the temporary appointment in that class, provided there was no break in service between appointments.

For purposes of Classification Seniority, time served in the classification of Engineer, Principal will be credited to the classification of Land Surveyor, Principal.

Classification and appointing authority seniority for an employee transferred from the Department of Energy, Planning and Development to the Environmental Quality Board at the time of its creation shall include his/her classification and appointing authority seniority with the Department of Energy, Planning and Development that existed on July 1, 1982, the effective date of the formation of the new Board.

- D. Employees of the Department of Natural Resources who have served at least four (4) continuous years in an unclassified position in the Department and who are appointed to the same classification in the classified service shall have all continuous service in the classification in the department credited toward classification and department seniority. The crediting of unclassified service shall not be granted until such time as the employee is appointed to the classified service.
- E. Former temporary Graduate Engineers who experience a break in service between appointment as a temporary Graduate Engineer and serving a probationary period as a Graduate Engineer may have their seniority dates adjusted by mutual agreement of the Council and Appointing Authority.

F. Breaks in Seniority. Seniority shall be broken only by resignation, termination, retirement, discharge for just cause, failure to return upon expiration of a leave of absence, or failure to respond to a recall from layoff. Each of the above actions applies to separation from the State of Minnesota.

G. Seniority Unit. "Seniority Unit" is defined as the Appointing Authority except for Mn/DOT where seniority units shall be as follows:

District 1  
District 2  
District 3  
District 4  
District 5, 9 and Central Office  
District 6  
District 7  
District 8

H. Layoff. "Layoff" is defined as an interruption in employment in excess of ten (10) consecutive working days. An Appointing Authority may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the employee's service.

I. Qualified. "Qualified" shall mean that the employee meets the registration, experience and/or educational requirements for initial appointment to the position. Upon request, the Appointing Authority shall meet and confer with the Council prior to a layoff or recall in any case where qualifications is an issue.

The determination of the Appointing Authority as to whether or not an employee is qualified to perform the duties of a particular position shall not be grievable.

Section 2. Establishment of Seniority Lists. Seniority lists showing each employee's seniority in each of the three categories listed above shall be prepared by the Appointing Authority no later than November 30 and May 31 of each year. The seniority lists shall also show the class or classes in which the employee previously served in the bargaining unit and agency. A copy of the list shall be posted on all Council posting spaces. The Council shall be furnished a copy of the completed seniority lists and the Appointing Authority agrees to up-date the seniority lists thereafter, upon the request of the Council, but not more frequently than once each calendar year.

When two or more employees have the same Classification Seniority dates, seniority positions shall be determined by total Appointing Authority Seniority. If a tie still exists, seniority shall be determined by total State Seniority. If a tie still exists, seniority shall be determined by length of prior State service. Any remaining ties shall be determined by lot.

Section 3. Appeals. The Council, on behalf of the employees in the unit, shall have sixty (60) calendar days from the date of the initial posting to notify the Appointing Authority of any disagreements over the Seniority lists. Thereafter, appeals must be filed with the Appointing Authority within thirty (30) calendar days of the date of posting and any such appeals are limited to those changes made since the previous posting.



Any obvious errors which do not impact an employee's position on the seniority roster can be corrected at any time.

Section 4. Layoff. Whenever layoffs become necessary, the agency shall designate the position to be affected. Layoff shall occur within employment condition (unlimited full-time, unlimited part-time, seasonal full-time, seasonal part-time, intermittent) and within the seniority unit. At least ten (10) working days written notice of the layoff shall be given to the affected employee and the Council prior to the effective date of the layoff. The written notice shall specify the reason for the layoff and an estimated duration for the layoff.

When two or more positions in the same class, seniority unit and employment condition are designated for layoff simultaneously, the affected employees shall exercise their layoff options in order of their Classification Seniority.

It shall be the policy of the Appointing Authority to make a reasonable effort to minimize the amount of bumping and relocation which might occur in the event a layoff is necessary, provided that said policy is not subject to the provisions of Article 15, Grievance Procedure.

Before an employee whose position has been abolished is laid off, he/she shall be reassigned to a vacant position, if one exists, within thirty-five (35) miles of his/her current work location (in the case of MN/DOT, within his/her seniority unit), in his/her current classification, employment condition and seniority unit, provided that he/she is qualified for the position.

Where the preceding action cannot be accomplished, an employee about to be laid off shall be advised of his/her alternatives within options A, B, and C listed below. The employee shall then select one of these options.

A. The employee shall proceed through the following alternatives, if available, in numerical order.

- 1a. Bump in the same class within 35 miles (seniority unit in MN/DOT). Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified, that is located within thirty-five (35) miles of his/her current work location (in MN/DOT, within his/her seniority unit), in his/her current classification, employment condition and agency, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping; or
- 1b. Fill a vacancy in the same class statewide. The employee shall fill any vacant position in his/her current classification, employment condition and agency, provided that he/she is qualified for the position.
2. Bump in the same class statewide. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified in his/her current classification, employment condition and agency, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.

B. The employee shall proceed through the following alternatives, if available, in numerical order.

1. Fill a vacancy in a lower class within 35 miles (seniority unit in MN/DOT). The employee shall fill any vacant position in any equal or lower bargaining unit classification which is within thirty-five (35) miles of his/her current work location (in MN/DOT, within his/her seniority unit), in his/her current employment condition and agency, provided that he/she is qualified for the position. However, if no such vacancy is available in the bargaining unit class in which the employee most recently served, he/she may proceed to option B2.
2. Bump into a lower or equal class within 35 miles (seniority unit in MN/DOT). Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified, that is located within thirty-five (35) miles of his/her current work location (in MN/DOT within his/her seniority unit), in the next lower or equal classification, in the employment condition and agency in which the employee bumping is currently serving, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping. However, if no such position is available in the bargaining unit class in which the employee most recently served, he/she may proceed to option B3.
3. Fill a vacancy in a lower class statewide. The employee shall fill any vacant position in any equal or lower bargaining unit classification which is within his/her current employment condition and agency, provided he/she is qualified for the position. However, if no such vacancy is available in the bargaining unit class in which the employee most recently served, he/she may proceed to option B4.
4. Bump into a lower class statewide. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified in the next lower or equal classification, in the employment condition and agency in which the employee bumping is currently serving, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.

C. Accept the Layoff. If none of the alternatives in A or B above exist, or if the employee about to be laid off chooses not to accept the alternatives as set forth in A or B above, the employee shall be laid off.

An employee who does not have sufficient Classification Seniority to bump into a classification in which he/she has previously served shall not forfeit the right to exercise Classification Seniority in bumping into the next classification in which he/she has previously served.

Employees who have accepted positions outside of the bargaining unit under the same Appointing Authority shall retain full bumping rights into a previously held classification within the bargaining unit and Appointing Authority based upon Classification Seniority.

Section 5. Out-of-Order Seniority Layoff. Upon the request of a more senior employee and with the approval of the Appointing Authority, a more senior employee in the same class may be laid off out of seniority order.

Section 6. Layoff Lists. The names of employees who have been laid off or demoted in lieu of layoff, or whose position has been reallocated down shall be placed on a layoff list for the seniority unit, classification, geographic location and employment condition from which they were laid off or demoted in lieu of layoff in order of Classification Seniority. Employees may also indicate, in writing, other geographic locations for which they are available. Employees may change their availability at any time through written notice to the Employer. Unless removed via A through E, names shall be retained on the layoff list for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of eight (8) years.

Employees shall be removed from all layoff lists for any of the following reasons:

- A. Recall to a permanent position in the class from which the employee was laid off.
- B. Failure to accept recall to a permanent position within thirty-five (35) miles of the employee's previous work location.
- C. Failure to accept recall to a position in a geographic location more than thirty-five (35) miles from the employee's previous work location for which the employee has indicated availability.

However, upon written request to the Employer, such an employee may be restored to the Layoff List for recall to a position within thirty-five (35) miles of the employee's previous work location.

- D. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off.
- E. Resignation, retirement or termination from State service.

Section 7. Recall. In case of a recall, employees shall be recalled from layoff in the order in which their names appear on the layoff list for the seniority unit, classification and employment condition from which they were laid off, or whose position has been reallocated down provided that the employee being recalled from layoff is qualified for the position.

An employee shall be notified of recall by certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. A copy of this notice shall be sent to the Council. The employee shall notify the Appointing Authority by certified mail (return receipt required) within five (5) calendar days of receipt of notification, of intent to return to work and shall report for work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's current address.

Section 8. Reemployment Lists for Laid Off Employees. Upon submission of the completed form supplied by the Appointing Authority, the name of an employee placed on the layoff list shall also be placed on the reemployment list for the same class and for other bargaining unit classes in which the employee has held Classification Seniority and for which the employee indicates availability. At the time of layoff, the employee shall indicate in writing, on a form provided by the Appointing Authority, the former classes and the

geographic locations and employment conditions for which he/she is available. The Department of Employee Relations shall then certify the name of the laid off employee to be considered for appointment to vacancy for which the employee is eligible. The provisions of this Section shall not apply to employees on seasonal layoff.

Section 9. Affirmative Action. In accomplishing a layoff pursuant to Article 13, the Appointing Authority may deviate from the seniority provisions of this Article, whenever such layoffs would increase existing disparities or result in a disparity in accordance with affirmative action goals for those individuals and protected classes who have been historically disadvantaged because of systematic discrimination. The provisions of this section shall not apply to employees with more than two (2) years State Seniority.

Section 10. Exclusions. The provisions of this Article shall not apply to unclassified, provisional, or temporary employees.

However, when the appointment of an unclassified employee is to be ended, the employee shall be given as much notice of the end date of the appointment as is practical.

## ARTICLE 14

### DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on employees with permanent status only for just cause.

Section 2. Disciplinary Action.

A. Discipline may shall include only the following:

1. Oral reprimand (not grievable)
2. Written reprimand (not arbitrable)
3. Suspension or Temporary Equivalent Reduction in Pay
4. Demotion
5. Discharge

When any disciplinary action more severe than an oral reprimand is intended, the Appointing Authority shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Council.

If Temporary Equivalent Reduction in Pay is the method of discipline, such reduction shall not be more than three (3) salary steps (or an equivalent) from the employee's permanent rate of pay.

Transfers shall not be used as a disciplinary action.

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

Section 3. Council Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to disciplinary action without first offering the employee an opportunity for Council representation.

Section 4. Discharge of Permanent Employees. The Appointing Authority shall not discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for discharge, the employee and the Council shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefor and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her evidence and is entitled to Council representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in pay status shall not apply.

Section 5. Probationary Employees. Probationary employees serving an initial probationary period who are not certified, or who are discharged, suspended, or reprimanded shall not have access to provisions of the Grievance Procedure set forth in Article 15. Permanent employees serving a subsequent probationary period shall not have access to provisions of the Grievance Procedure in regard to non-certification.

Section 6. Unclassified Employees. The discharge of unclassified employees is not subject to the Grievance Procedure set forth in Article 15.

Section 7. Personnel Records. Initial minor infractions, irregularities or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee personnel record.

An oral reprimand shall not become part of an employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Upon the request of the employee, a written reprimand or a written record of a suspension of ten (10) days or less, shall be removed from the employee's personnel record provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of the written reprimand or three (3) years following the effective date of the suspension. Notwithstanding any of the provisions of this Article, the Council agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the official personnel file for administrative purposes.

The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Council representative upon

the written request of the employee. In the event a grievance is initiated under Article 15, the Appointing Authority shall provide a copy of any items from the employee's personnel office records upon the written request of the employee, provided the Council pays for the copies.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their personnel office record and shall be entitled to have the employee's written response included therein. Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel file.

## ARTICLE 15

### GRIEVANCE PROCEDURE

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

STEP 1. The grievance shall be reduced to writing on forms provided by the Council setting forth the nature of the grievance, the facts upon which it is based, the section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate supervisor (or other designated representative of the Appointing Authority) by a Council Representative. Any alleged violation not processed to this step within fifteen (15) working days of the first occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant, through the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived. Within ten (10) working days after receiving the written grievance, the grievant's immediate supervisor (or other designated representative of the Appointing Authority) and the Council Representative shall meet with or without the grievant, in an attempt to resolve the grievance. If the grievance remains unresolved after this meeting, the written answer of the immediate supervisor (or other designated representative of the Appointing Authority) to the grievance shall be given to the Council Representative within ten (10) working days of this meeting. The Council shall appeal the grievance to Step 2 within ten (10) working days of the receipt of the answer of the immediate supervisor (or other designated representative of the Appointing Authority) or the grievance shall be considered waived.

STEP 2. Within ten (10) working days after receiving the Council's appeal, the Appointing Authority or designee and the appropriate Council Representative, with or without the employee, shall meet to attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Appointing Authority or designee shall give his/her written answer to the Council Representative within ten (10)

working days following this meeting. The Council may refer the grievance in writing to Step 3 within ten (10) working days after receipt of the Appointing Authority's or designee's written answer. Any grievances not so appealed to the next step shall be considered waived.

STEP 3. Within ten (10) working days following the receipt of a grievance referred from Step 2, the Appointing Authority or designee shall meet with the Council's designee and attempt to resolve the grievance. Within ten (10) working days following this meeting, the Appointing Authority or designee shall respond in writing to the Council Representative stating the Appointing Authority's or designee's answer concerning the grievance.

STEP 4. Within ten (10) working days following receipt of the Appointing Authority's or designee's written response, the Council may refer the grievance to Arbitration if the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee. Any grievance not referred in writing by the Council to Step 4 within ten (10) working days following the receipt of the answer of the Appointing Authority or designee, shall be considered waived.

The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Council within ten (10) working days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) working day period, either party may request the Director of the Bureau of Mediation Services, to submit a panel of five (5) arbitrators. Upon receipt of a panel of arbitrators the parties shall have ten (10) working days to select an arbitrator. Both the Employer and the Council shall have the right to strike two names from the panel. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one name. The parties shall continue in turn by alternately each striking one additional name, and the remaining person shall be the arbitrator.

#### Section 2. Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted in writing by the Employer and the Council and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Council, and the employees.

- B. The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Council, provided that each party shall be responsible for compensating its own representatives and witnesses.

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 either party desires a transcription of the verbatim record, it shall pay for such transcription and provide a free copy to the arbitrator. Should the other party desire a copy of such transcription, it shall pay the transcript service. If both parties agree, in writing, to obtain the verbatim record, they may share equally the cost of such record and any transcriptions of the record.

Section 3. Time Limits. If a grievance was not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's or designee's last answer. If the Appointing Authority or designee does not answer a grievance or an appeal thereof within the specified time limits, the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Council at each step. The parties may waive Steps 1, 2 and/or 3 by mutual written agreement of the Appointing Authority or designee and the Council.

Section 4. Processing Grievances. The Council Representative involved and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor which shall not be unreasonably withheld. The Council Representative and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to investigate and to present the employee's grievance to the Appointing Authority.

The Council Representative and the grieving employee shall receive their regular pay when a grievance is investigated or presented during working hours in Steps 1 through 3. In addition, the Council Representative, the Executive Committee of the Council, and the Council President or his designee, shall receive their regular pay if they participate in Steps 2 and 3.

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



ARTICLE 16

JOB SAFETY

Section 1. General. It shall be the policy of the Appointing Authority to provide for the safety of its employees by providing safe working conditions, safe work areas, and safe work methods. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section 2. Employee Safety.

- A. All unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor, or in his/her absence, the local safety officer. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Appointing Authority's Safety Committee.
- B. Any protective equipment or clothing shall be provided and maintained by the Appointing Authority whenever such equipment is required as a condition of employment either by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration.
- C. All employees who are injured or who are involved in an accident during the course of their employment no matter how slight the injury shall file an accident report, with the designated supervisor, prior to the conclusion of the employee's work day, whenever possible. While the initial report may be given orally, it must be followed up promptly with a written report on the First Report of Injury form. A copy of the accident report shall be furnished to the Appointing Authority's Safety Committee by the Appointing Authority. Any necessary medical attention shall be arranged by the designated supervisor. The Appointing Authority shall provide assistance to employees in filling out all necessary Worker's Compensation forms, when requested.
- D. Any medical examination required by the Appointing Authority, OSHA, or the Federal Mine Safety and Health Administration pursuant to this Article shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report.
- E. Monitoring of workplace environments and personal exposures to toxic or hazardous materials or conditions shall be performed as required by OSHA.

Section 3. Safety Committee. The Council shall be given the opportunity to have an employee on all safety committees established by the Appointing Authority. The Safety Committee shall meet at least twice a year. Additional meetings may be requested by the Safety Officer, Council or a majority of the Committee.

Section 4. Injured on Duty Pay. In the event that employees volunteer or are assigned to perform duties during an emergency staffing situation, an employee who, while acting in a reasonable and prudent manner within his/her scope of authority, incurs a disabling injury stemming from the aggressive and/or

intentional and overt act of a person during such emergency staffing situation, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the workers' compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury.

## ARTICLE 17

### WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix B. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such classes shall be established by the Department of Employee Relations which will advise the Council in advance of final establishment. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan.

Section 2. General Wage Adjustment. Effective July 5, 1989, salary ranges for employees covered by this Agreement shall incorporate a 5.00% salary increase as shown in Appendix C. Effective July 18, 1990, salary ranges for employees covered by this Agreement shall incorporate a 5.00% salary increase, as shown in Appendix D.

Section 3. Conversion. Effective July 5, 1989 and July 18, 1990, all employees shall be advanced in salary from their rate of pay and step in the salary range to which their salary range is assigned immediately preceding that date to the comparable step in the new salary range for their class, or the new minimum rate of pay for the class, whichever rate is greater.

Compensation grids showing ranges and steps are found in Appendix C and D.

Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Progression. All increases authorized by this section shall be effective at the start of the pay period nearest to the anniversary date of required service.

Employees may receive a one-step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided their performance is satisfactory. The position rate shall be as follows:

| <u>No. Steps in Range</u> | <u>Position Rate</u> |
|---------------------------|----------------------|
| 10                        | 6th Step             |
| 9                         | 5th Step             |
| 8                         | 5th Step             |
| 7                         | 4th Step             |
| 6                         | 4th Step             |
| 5                         | 4th Step             |
| 4                         | 3rd Step             |
| 3                         | 3rd Step             |

Beyond the position rate, employees may receive one step satisfactory performance increases biennially on their anniversary date upon the recommendations of their Appointing Authority, up to and including the maximum salary rate for their class.

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for employees in this schedule who have not met, or only marginally attained, performance standards or objectives. In such cases, the employee shall be notified in writing of the reason(s) for not recommending the increases. Increases withheld may subsequently be granted upon certification by the Appointing Authority that the employee is achieving performance standards or objectives. The substantive judgment of the employee's superior regarding his/her performance is not a grievable or arbitrable matter.

The anniversary date for all persons employed on or before May 30, 1973, shall be May 30. For those reinstated from a leave of absence during the period May 30, 1973, through June 30, 1975, the anniversary date shall be the month and date of such reinstatement. After June 30, 1975, reinstatement from a leave of absence shall not change an employee's anniversary date. For all employees employed, promoted, reinstated after resignation or retirement, or re-employed after May 30, 1973, the anniversary date shall be the month and date of such action.

Section 5. Achievement Awards. At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year. At the Appointing Authority's option, the employee may receive a one step in range adjustment or a lump sum amount up to four (4) percent of the employee's current annual salary not to exceed \$1,600. In no instance during a fiscal year shall achievement awards be granted to more than 40% of the number of employees authorized at the beginning of the fiscal year.

Section 6. Salary Upon Class Change.

A. Promotion.

Employees who are promoted during the life of this Agreement shall be granted a salary increase of at least one step or shall be paid at the minimum of the higher range, whichever is greater.

B. Voluntary Transfer.

An employee who transfers within the same class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary within the range of the new class. However, an employee may continue to receive a rate of pay in excess of the maximum with the approval of the Appointing Authority.

C. Salary on Demotion.

1. Demotion for Cause.

An employee who has been demoted to a class in a lower salary range shall be paid a salary rate within the range of the class to which such employee has been demoted.

2. Demotion Other Than for Cause.

An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted as determined by the Appointing Authority. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

D. Reallocation.

If a position is reallocated to a class in a lower salary range, and the salary of the employee exceeds the maximum of the new range, the employee shall be placed in the new class and shall retain his/her current salary. In addition, the employee shall receive any across-the-board or conversion increases as provided by this Agreement.

E. Non-certification During Probationary Period.

An employee who is not certified to permanent status and returns to his/her former class shall have his/her salary restored to the same rate of pay the employee would have received had he/she remained in the former class.

Section 7. Salary Upon Reinstatement or Reemployment. If a former employee is reemployed or reinstated into a class in which that employee was previously employed, the Appointing Authority may make an appointment at the same rate of pay the employee had been receiving at the time of separation from State service and/or the class, plus any automatic adjustments that may have been made since the employee left State service and/or the class. Appointments above such rate of pay must be approved by the Commissioner of Employee Relations before they can take effect.

Section 8. Shift Differential. Effective July 1, 1989, the shift differential for employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be forty cents (\$0.40) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave. Employees working the regular day schedule who are required to work overtime, or who are called back to work for special projects, shall not be eligible for the shift differential.

Section 9. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a lower or equal class, or at a rate within a higher range which is equal to the minimum rate for the higher class or four percent higher than the employee's current salary, whichever is greater.

Section 10. Mobility Assignments. Voluntary mobility assignments of six (6) months or less duration, which gives the employee on such mobility assignment an opportunity for personal career growth, shall not be subject to the provisions of Section 9, Work Out of Class. Such assignments shall be posted, and a copy of the posting sent to the Council.

Section 11. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hours maximum. In addition, the employee shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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

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

Section 12. Health and Dental Premium Expense Account. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 13. 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 14. State Contribution to Deferred Compensation Plan Contributions. Effective on or after January 1, 1990, the Employer agrees to provide employees covered by this Agreement with a state-paid contribution to the deferred compensation program under M.S. 352.96. The state-paid contribution shall be in an amount matching employee contributions on a dollar for dollar basis, as permitted by M.S. 356.24, not to exceed \$100 per employee in fiscal year 1990 and not to exceed \$200 per employee in fiscal year 1991.

## ARTICLE 18

### INSURANCE

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

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

- A. Employees - Basic Eligibility. Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, temporary, and intermittent employees; (2) student workers hired after July 1, 1979; and (3) interns.
- B. Employees - Special Eligibility. The following employees are also eligible to participate in the Group Insurance Program:
1. Job-sharing Employees. Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program may participate in the Group Insurance Program.
  2. DNR Employees. An employee of the Department of Natural Resources may meet the basic eligibility requirement for participation in the Group Insurance Program based on a combination of seasonal and temporary project employment. Eligibility commences after completion of three (3) years of continuous service in which the basic eligibility requirements are met; continues until the employee completes a year in which the basic eligibility requirements are not met; and commences again after the employee meets or is anticipated to meet the basic eligibility requirements in one (1) year.
  3. Seasonal Employees, Pre-7/1/77. A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977, may continue to participate in the Group Insurance Program, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
  4. Part-time and Seasonal Employees, Pre-4/1/67. A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, may continue to participate in the Group Insurance Program.
  5. Employees with a Work-related Injury/Disability. An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.
  6. Totally Disabled Employees. Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.

7. Retired Employees. An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has ten (10) or more years of allowable pension service, and is entitled at the time of retirement to receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

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

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

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

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

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

- a. termination of employment (except for gross misconduct);
- b. layoff;

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

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

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

- 1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
- 2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

B. Partial Employer Contribution - Basic Eligibility. The following employees covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is fifty (50) percent of the full Employer Contribution for the 1989, 1990 and 1991 insurance years.

- 1. Part-time Employees. Employees who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.
- 2. Seasonal Employees. Seasonal employees who are scheduled to work at least 1044 hours for a period of nine (9) months or more in any twelve (12) consecutive months.

C. 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.

D. 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 full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C5, or while eligible for workers' compensation payments as described in Section 3C6.
2. Unpaid Leave of Absence. If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one working day per pay period.
3. School Year Employment. If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one working day in the payroll period immediately preceding such absences.

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

A. Contribution Formula - Health Coverage.

1. Employee Coverage. For employee health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee premium of the Lowest Cost Carrier, or the actual employee premium of the health plan chosen by the employee.
2. Dependent Coverage. For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Lowest Cost Carrier, or the actual dependent premium of the health plan chosen by the employee.
3. Lowest Cost Carrier. For the purposes of Section 4A, "Lowest Cost Carrier" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee's permanent work location. "Family premium" is the total of the employee premium and the dependent premium.

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

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

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

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

- c. The decision of the neutral shall be issued within two (2) working days after the hearing.

4. Employee Work Location. The Employer Contribution for each employee is based on the employee's permanent work location on the effective date of each new insurance year. If the health plan an employee is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

B. Contribution Formula - Dental Coverage.

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

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

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

Section 5. Coverage Changes and Effective Dates.

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

1. If an employee becomes married, the employee may add his/her spouse and any dependent children/grandchildren acquired as a result of the marriage.

2. If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren who lost coverage as a result of the spouse's loss of coverage.

3. If an employee acquires a dependent child/grandchild, the employee may add coverage for that child/grandchild.

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

C. Delay in Coverage Effective Date. Except for dependent coverage for newborn children, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would

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

D. Open Enrollment.

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

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

Section 6. Basic Coverages.

A. Employee and Dependent Health Coverage.

1. Coverage Options. Eligible employees must select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Health Plan is determined by Section 6A2.

2. Coverage Under the State Health Plan. From July 1, 1989 through December 19, 1989, coverage under the State Health Plan will continue at the level in effect on June 30, 1989. Effective December 20, 1989, the State Health Plan will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from health care providers not in the State Health Plan network. Services provided through the State Health Plan are subject to the State Health Plan's managed care procedures and principles, including standards of medical necessity and appropriate practice.
- a. Inpatient hospital services. \$100 deductible per person per year, maximum \$200 per family per year. After deductible is satisfied, 80% coverage up to a maximum annual copayment of \$580 per person, \$1,160 maximum annual copayment per family; 100% coverage thereafter.
  - b. Outpatient surgery center services. 100% coverage.
  - c. Outpatient emergency and urgicenter services. \$30 copayment per visit for outpatient emergency visits and \$15 copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; 100% coverage thereafter.
  - d. Out-of-network services. \$300 deductible per person per year, maximum \$600 deductible per family per year. After deductible is satisfied, 70% coverage up to a maximum annual copayment of \$3,000 per person, \$6,000 per family; 100% coverage thereafter. The out-of-network deductibles and copayments are separate from the in-network deductibles and copayments (Section 6A2a).
  - e. Home health services. 100% coverage up to a maximum of \$5,000 eligible expenses per person per year.
  - f. X-rays and laboratory tests. 100% coverage.
  - g. Preventive care. 100% coverage.
  - h. Physicians services. 100% coverage.
  - i. Eye exams. 100% coverage (limited to one routine examination per year).
  - j. Mental health services - inpatient. Inpatient hospital services deductible and copayments apply (Section 6A2a), except that coverage is limited to a maximum of seventy-three (73) days per year. No coverage for services obtained from out-of-network providers.
  - k. Mental health services - outpatient. 80% coverage for up to forty (40) hours per year; hours eleven - forty (11 - 40) require preauthorization. No coverage for services obtained from out-of-network providers.



- l. Chemical dependency services - inpatient. Inpatient hospital services deductible, copayments, and coverage levels apply, except that coverage is limited to a maximum of seventy-three (73) days per year. No coverage for services obtained from out-of-network providers.
  - m. Chemical dependency services - outpatient. 100% coverage for up to sixty-five (65) hours per year (two (2) group-session hours count as one (1) hour). No coverage for services obtained from out-of-network providers.
  - n. Chiropractic services. 100% coverage. No coverage for services obtained from out-of-network providers.
  - o. Prescription drugs. For the 1990 insurance year, \$5 copayment per prescription or refill for a thirty-four (34)-day supply, or a one hundred (100)-day supply for approved maintenance drugs; \$11 copayment for non-formulary drugs; 100% coverage after copayment. For the 1991 insurance year, \$6 copayment per prescription, \$12 for non-formulary drugs.
  - p. Durable medical equipment. 80% coverage.
  - q. Ambulance. 80% coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport.)
  - r. Lifetime maximum. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is \$1,000,000 for coverage through the State Health Plan provider network, and \$500,000 for coverage outside the provider network. The out-of-network maximum is part of, and not in addition to, the in-network maximum.
3. Coordination with Workers' Compensation. When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to M.S. 176.191, Subdivision 3.
  4. Health Promotion and Health Education. Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
    - a. Develop Programs. The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall meet and confer with the exclusive representative and may include other interested exclusive representatives. Agenda topics

shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.

- b. Health Plan Specification. The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.
- c. Employee Participation. The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a prorata combination of both. Employees may be reimbursed for 75 percent of tuition or registration costs upon successful completion of the program. Any exception to the 75 percent amount must be approved by the Department of Employee Relations. Employees may be granted release time, including the travel time, in lieu of reimbursement.

B. Employee and Dependent Dental Coverage.

1. Coverage Options. Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.
2. Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:
  - a. Deductible. An annual deductible of \$25 per person applies to State Dental Plan basic, special, and prosthetic coverage. The deductible must be satisfied before coverage begins.
  - b. Copayments. The State Dental Plan covers 80 percent of eligible expenses for diagnostic and preventive services, basic and special services, and orthodontics, and 50 percent of eligible expenses for prosthetics, except for:
    - (1) Expenses incurred before the deductible is satisfied, as described in Section 6B2a.
    - (2) Expenses incurred after the annual maximum is reached, as described in Section 6A2c.

- c. Annual Maximums. State Dental Plan coverage is subject to a \$1,000 annual maximum in eligible expenses per person.
- d. Covered Services. The State Dental Plan covers allowable charges for the following eligible services subject to the copayments and limits stated in Section 6B2. For all covered services, the usual, customary, and reasonable charge is based on State Dental Plan dentists. The amount of an enrollee's obligation may be greater if the dentist does not participate in the State Dental Plan.
- Diagnostic and preventive services.
  - Basic and special services.
  - Prosthetics.
  - Orthodontics.

C. Employee Life Coverage.

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

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

2. Extended Benefits. An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.
3. Additional Death Benefit. Employees who retire on or after July 1, 1985, shall be entitled to a \$500 death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled for an annuity under a State retirement program. A \$500 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.



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

A. Life Coverage.

1. Employee. An employee may purchase up to \$250,000 additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to \$10,000 in optional employee life coverage within sixty (60) days of hire without evidence of insurability.
2. Spouse. An employee may purchase life insurance coverage for his/her spouse, subject to satisfactory evidence of insurability. In order to purchase spousal coverage in excess of \$5,000, the employee must carry equal or greater optional life coverage for him/herself. A new employee may purchase \$5,000 in optional spouse life coverage within sixty (60) days of hire without evidence of insurability.
3. Children/Grandchildren. An employee may purchase life insurance of \$5,000 for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) days of employment. Child/grandchild coverage commences fourteen (14) days after birth.
4. Waiver of Premium. In the event an employee becomes totally disabled before age 70, there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.

B. Disability Coverage.

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

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

## ARTICLE 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. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accordance with the terms of this Article.

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty seven (27) cents per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, the Appointing Authority or designee shall authorize that mileage be paid at the rate of twenty one (21) cents per mile on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. The higher rate may be paid if the use of the motor pool vehicle would have resulted in a greater cost to the state than the reimbursement for the personal car rate, or shall be paid if an employee requires a vehicle with hand controls or other adaptive driving devices, or if the vehicle must be large enough to accommodate a wheelchair and such a state owned vehicle is not available.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at the rate of forty (40) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level changing device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at the rate of thirteen (13) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty three (43) cents per mile and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

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

costs. When an employee has a reservation for a flight that is not going to be used, such employee shall be accountable for the cancellation of such reservation.

Section 4. Lodging Expenses. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging. Charges shall be reasonable and consistent with the facilities available. The Appointing Authority may authorize the use of rental housing when the use of regular hotel or motel accommodations would result in a greater cost to the State.

Section 5. Meal Allowances. Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity, under the following conditions:

- A. Breakfast. Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her home station in travel status overnight or departs from home in an assigned travel status before 6:00 a.m.
- B. Noon Meal. Lunch reimbursement may be claimed only if the employee 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.

- C. Dinner. Dinner reimbursement may be claimed only if the employee is away from his/her home station in a travel status overnight or is required to remain in a travel status until after 7:00 p.m.
- D. Reimbursement Amount. Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity, shall be:

|           |         |
|-----------|---------|
| Breakfast | \$ 6.00 |
| Lunch     | \$ 7.50 |
| Dinner    | \$13.50 |

For the following metropolitan areas, the maximum reimbursement shall be:

|           |         |
|-----------|---------|
| Breakfast | \$ 7.00 |
| Lunch     | \$ 8.50 |
| Dinner    | \$15.50 |

The metropolitan areas are:

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

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

Section 6. Personal Expenses. Personal expenses for purposes of this Article are defined as dry cleaning, laundry, baggage handling, and personal telephone calls. Employees continuing in a travel status in excess of one week who do not return home during that week may claim reimbursement not to exceed \$16.00 per week for laundry and dry cleaning and pressing expenses for each week after the first week. If an employee returns home during a period of time in which he/she continues in travel status, the employee is not eligible for reimbursement for laundry, dry cleaning or pressing in the subsequent week. Receipts must accompany the claim for reimbursement. The employee's judgment is to be used regarding baggage handling expense. Actual, documented, personal telephone call charges shall be reimbursed. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by two dollars (\$2.00).

Section 7. Special Expenses. When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of State business, shall also be reimbursed.

Section 8. Temporary Field Assignment. Employees away from their designated permanent or temporary station on unfinished assignments may be allowed mileage reimbursement for trips to their stations on alternate weekends. An employee may return to the station each weekend at State expense if the cost of such return is less than that of remaining in the field.

Section 9. Membership(s) in Professional Organizations. In each fiscal year, the Appointing Authority agrees to reimburse employees in the bargaining unit for membership dues paid to professional organizations related to the employee's job up to a maximum of \$100 each fiscal year, or at the discretion of the Appointing Authority up to \$175 each fiscal year.

Under no circumstances will the Employer reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment with the Employer.

Section 10. Payment of Expenses. Upon submission to the Appointing Authority, on the form prescribed by the Appointing Authority, an employee shall be reimbursed for expenses incurred by the employee within two (2) weeks from the time expense reports are submitted to the Appointing Authority. Where practical, the Appointing Authority may be billed directly.

The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. 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 the card in place of the advance.

ARTICLE 20

RELOCATION EXPENSES

Section 1. Authorization.

A. Employer Initiated.

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

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

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

2. Layoff. If the application of Section 4 of Article 13 requires an employee to change residence and such change meets the thirty five (35) mile requirements, the employee shall be eligible for payment of relocation expenses subject to the following conditions:
  - a. If an alternative(s) exists for an employee within thirty five (35) miles of his/her current work location, but the employee chooses to accept a vacancy or bump to a position more than thirty five (35) miles from his/her current work location in order to retain his/her current rate of pay or in order to take the least cut in the rate of pay, the employee shall be eligible for all relocation expenses except realtor fees.
  - b. If no alternative(s) exists within thirty five (35) miles of his/her current work location, the employee shall be eligible for all relocation expenses.

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

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within twelve (12) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. At the discretion of the Appointing Authority, the 90 calendar day period may be extended up to an additional 90 calendar days. 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.
- B. Realtor's Fees. Realtor's fees of up to seven (7) percent of the sale price of the employee's domicile shall be paid at the discretion of the Appointing Authority.
- C. Moving Expenses. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- D. Other Expenses. At their sole discretion, Appointing Authorities may authorize payment of additional relocation expenses in their entirety or partially incurred as the result of the work-related move up to the amount of \$1,985. These expenses may include, but are not limited to: fees involved in purchase of housing in the new location, including attorney charges, title insurance, escrow purchase fees and closing fee, disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 19 Expense Allowances), or other direct costs associated with rental or purchase of another residence. In addition, payment of loan origination fees, not to exceed 1% of mortgage up to \$1,000 may be authorized.

Employees covered by this subpart may be paid where the employee is relocating from a depressed housing market, where the costs of relocating prevent the employee from accepting the position, or where the Appointing Authority has identified other reasons restricting its ability to select the desired employee to fill the position.

No reimbursement will be made for the cost of improvements to new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

(The provisions of D. shall not be subject to arbitration.)

## ARTICLE 21

### NON-DISCRIMINATION

Section 1. Consistent Application. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, creed, national origin, political affiliation, physical handicap, marital status, or age, subject, however to the mandatory retirement age specified by the law. The Council shall share equally with the Employer the responsibilities established by this Article.

Section 2. Employee Responsibility. Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

## ARTICLE 22

### COMPLETE AGREEMENT AND WAIVER CLAUSE

Section 1. Complete Agreement Between Parties. Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

It is understood by the parties that this contract is the entire Agreement and concludes negotiations for the 1989-91 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 75th, or subsequent session of the Minnesota Legislature or the Legislative Commission on Employee Relations for approval prior to implementation. Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature. Concurrently, the parties further agree not to support or seek to modify its terms through legislative action which would alter the express provisions of this contract. The Employer shall draft all necessary legislation required to implement fully the provisions of this Agreement.

## ARTICLE 23

### SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

If any provision or portion of this Agreement is prevented from being put into effect because of applicable legislative action, Executive Order or regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decisions shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. Provided, however, any provision of this Agreement so prevented from being put into effect shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

## ARTICLE 24

### DURATION

This Agreement shall be effective as of the 6<sup>th</sup> day of Sept, 1989 and shall remain in full force and effect through the 30th day of June, 1991. It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than January 1 of odd numbered years that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.



In witness whereof, the parties hereto have set their hands as the full and complete Agreement between the parties for the duration specified this 5<sup>th</sup> day of September, 1989.

FOR THE COUNCIL

Dave O'Connell  
Dave O'Connell  
Executive Director

Fred W. Maurer  
Fred Maurer  
President

Terry Zoller  
Terry Zoller  
Vice President

FOR THE EMPLOYER

Nina Rothchild  
Nina Rothchild  
Commissioner of Employee Relations

Lance Teachworth  
Lance Teachworth  
State Labor Negotiator

John Kuderka  
John Kuderka  
Assistant State Labor Negotiator

Deborah Bundy  
Deborah Bundy  
Labor Relations Representative, Sr.

APP DIX A

PERSONNEL TRANSACTIONS  
FOR BARGAINING UNIT #12 (MGEC)

PAYROLL PERIOD ENDING: \_\_\_\_\_

ADDITIONS TO UNIT #12

| SOCIAL SECURITY # | NAME:<br>LAST | FIRST | M.I. | SEX | CLASS CODE | DEPT. | DIVISION OFFICE DISTRICT | HOME ADDRESS |
|-------------------|---------------|-------|------|-----|------------|-------|--------------------------|--------------|
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |
|                   |               |       |      |     |            |       |                          |              |

DELETIONS FROM UNIT #12 DELETION CODE\*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*DELETION REASON CODES:

- 1 - Terminated Employment
- 2 - Transferred to another Appointing Authority. (Indicate Department.)
- 3 - Promoted to class not in unit. (Indicate new class.)
- 4 - Transferred to non-bargaining unit position in same class. (Attach Explanation.)
- 5 - Other - Explain: \_\_\_\_\_

SEND TO: MGEC, Suite 208, 525 Park Street, St. Paul, MN 55103. Phone: (612) 227-2316

REV. 8/89

APPENDIX B

SALARY RANGE ASSIGNMENTS

|     |   |
|-----|---|
| 1G  | Graduate Engineer 1   |
| 4G  | Graduate Engineer 2<br>Land Surveyor                        |
| 5I  | Engineering Specialist<br>Radio Engineer 1                  |
| 7I  | Engineering Specialist, Senior                              |
| 8I  | Senior Land Surveyor<br>Radio Engineer 2<br>Senior Engineer |
| 11I | Principal Engineer<br>Principal Land Surveyor               |
| 12I | Administrative Engineer                                     |

APPENDIX C

Unit 212 MGE Engineers  
 Series E Ranges 1-12  
 Effective 07/05/89 - 07/11/90

| Comp Code |       | A  | B      | C      | D      | E      | F      | G      | H      | I      | J      |       |    |
|-----------|-------|----|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|----|
| Step      |       | 01 | 02     | 03     | 04     | 05     | 06     | 07     | 08     | 09     | 10     |       |    |
| Series    | Range |    |        |        |        |        |        |        |        |        |        | Range |    |
| E         | 01    | YR | 25,933 | 26,852 | 27,896 | 28,940 | 30,088 | 31,195 | 32,406 | 33,638 | 34,932 |       | 01 |
|           |       | MO | 2,161  | 2,238  | 2,325  | 2,412  | 2,507  | 2,600  | 2,700  | 2,803  | 2,911  |       |    |
|           |       | HR | 12.42  | 12.86  | 13.36  | 13.86  | 14.41  | 14.94  | 15.52  | 16.11  | 16.73  |       |    |
| E         | 02    | YR | 26,852 | 27,896 | 28,940 | 30,088 | 31,195 | 32,406 | 33,638 | 34,932 | 36,269 |       | 02 |
|           |       | MO | 2,238  | 2,325  | 2,412  | 2,507  | 2,600  | 2,700  | 2,803  | 2,911  | 3,022  |       |    |
|           |       | HR | 12.86  | 13.36  | 13.86  | 14.41  | 14.94  | 15.52  | 16.11  | 16.73  | 17.37  |       |    |
| E         | 03    | YR | 27,896 | 28,940 | 30,088 | 31,195 | 32,406 | 33,638 | 34,932 | 36,269 | 37,626 |       | 03 |
|           |       | MO | 2,325  | 2,412  | 2,507  | 2,600  | 2,700  | 2,803  | 2,911  | 3,022  | 3,135  |       |    |
|           |       | HR | 13.36  | 13.86  | 14.41  | 14.94  | 15.52  | 16.11  | 16.73  | 17.37  | 18.02  |       |    |
| E         | 04    | YR | 28,940 | 30,088 | 31,195 | 32,406 | 33,638 | 34,932 | 36,269 | 37,626 | 39,046 |       | 04 |
|           |       | MO | 2,412  | 2,507  | 2,600  | 2,700  | 2,803  | 2,911  | 3,022  | 3,135  | 3,254  |       |    |
|           |       | HR | 13.86  | 14.41  | 14.94  | 15.52  | 16.11  | 16.73  | 17.37  | 18.02  | 18.70  |       |    |
| E         | 05    | YR | 30,088 | 31,195 | 32,406 | 33,638 | 34,932 | 36,269 | 37,626 | 39,046 | 40,528 |       | 05 |
|           |       | MO | 2,507  | 2,600  | 2,700  | 2,803  | 2,911  | 3,022  | 3,135  | 3,254  | 3,377  |       |    |
|           |       | HR | 14.41  | 14.94  | 15.52  | 16.11  | 16.73  | 17.37  | 18.02  | 18.70  | 19.41  |       |    |
| E         | 06    | YR | 31,195 | 32,406 | 33,638 | 34,932 | 36,269 | 37,626 | 39,046 | 40,528 | 42,094 |       | 06 |
|           |       | MO | 2,600  | 2,700  | 2,803  | 2,911  | 3,022  | 3,135  | 3,254  | 3,377  | 3,508  |       |    |
|           |       | HR | 14.94  | 15.52  | 16.11  | 16.73  | 17.37  | 18.02  | 18.70  | 19.41  | 20.16  |       |    |
| E         | 07    | YR | 32,406 | 33,638 | 34,932 | 36,269 | 37,626 | 39,046 | 40,528 | 42,094 | 43,681 |       | 07 |
|           |       | MO | 2,700  | 2,803  | 2,911  | 3,022  | 3,135  | 3,254  | 3,377  | 3,508  | 3,640  |       |    |
|           |       | HR | 15.52  | 16.11  | 16.73  | 17.37  | 18.02  | 18.70  | 19.41  | 20.16  | 20.92  |       |    |
| E         | 08    | YR | 33,638 | 34,932 | 36,269 | 37,626 | 39,046 | 40,528 | 42,094 | 43,681 | 45,393 |       | 08 |
|           |       | MO | 2,803  | 2,911  | 3,022  | 3,135  | 3,254  | 3,377  | 3,508  | 3,640  | 3,783  |       |    |
|           |       | HR | 16.11  | 16.73  | 17.37  | 18.02  | 18.70  | 19.41  | 20.16  | 20.92  | 21.74  |       |    |
| E         | 09    | YR | 34,932 | 36,269 | 37,626 | 39,046 | 40,528 | 42,094 | 43,681 | 45,393 | 47,147 |       | 09 |
|           |       | MO | 2,911  | 3,022  | 3,135  | 3,254  | 3,377  | 3,508  | 3,640  | 3,783  | 3,929  |       |    |
|           |       | HR | 16.73  | 17.37  | 18.02  | 18.70  | 19.41  | 20.16  | 20.92  | 21.74  | 22.58  |       |    |
| E         | 10    | YR | 36,269 | 37,626 | 39,046 | 40,528 | 42,094 | 43,681 | 45,393 | 47,147 | 48,922 |       | 10 |
|           |       | MO | 3,022  | 3,135  | 3,254  | 3,377  | 3,508  | 3,640  | 3,783  | 3,929  | 4,077  |       |    |
|           |       | HR | 17.37  | 18.02  | 18.70  | 19.41  | 20.16  | 20.92  | 21.74  | 22.58  | 23.43  |       |    |
| E         | 11    | YR | 37,626 | 39,046 | 40,528 | 42,094 | 43,681 | 45,393 | 47,147 | 48,922 | 50,759 |       | 11 |
|           |       | MO | 3,135  | 3,254  | 3,377  | 3,508  | 3,640  | 3,783  | 3,929  | 4,077  | 4,230  |       |    |
|           |       | HR | 18.02  | 18.70  | 19.41  | 20.16  | 20.92  | 21.74  | 22.58  | 23.43  | 24.31  |       |    |
| E         | 12    | YR | 39,046 | 40,528 | 42,094 | 43,681 | 45,393 | 47,147 | 48,922 | 50,759 | 52,680 |       | 12 |
|           |       | MO | 3,254  | 3,377  | 3,508  | 3,640  | 3,783  | 3,929  | 4,077  | 4,230  | 4,390  |       |    |
|           |       | HR | 18.70  | 19.41  | 20.16  | 20.92  | 21.74  | 22.58  | 23.43  | 24.31  | 25.23  |       |    |

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

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

CLASSES AND SALARIES AS OF JULY 5, 1989

| CLASS CODE | CLASS TITLE                   | GRID | BARG UNIT | SER-IES | COMP CODE | MINIMUM HOURLY | MAXIMUM HOURLY | MINIMUM MONTHLY | MAXIMUM MONTHLY | MINIMUM ANNUAL | MAXIMUM ANNUAL |
|------------|-------------------------------|------|-----------|---------|-----------|----------------|----------------|-----------------|-----------------|----------------|----------------|
| 000285     | ENGINEER 1 GRADUATE           | 12   | 212       | E       | 01G       | 12.42          | 15.52          | 2,161           | 2,700           | 25,933         | 32,406         |
| 000919     | ENGINEER 2 GRADUATE           | 12   | 212       | E       | 04G       | 13.86          | 17.37          | 2,412           | 3,022           | 28,940         | 36,269         |
| 000995     | ENGINEER ADMINISTRATIVE       | 12   | 212       | E       | 12I       | 18.70          | 25.23          | 3,254           | 4,390           | 39,046         | 52,680         |
| 000997     | ENGINEER PRINCIPAL            | 12   | 212       | E       | 11I       | 18.02          | 24.31          | 3,135           | 4,230           | 37,626         | 50,759         |
| 000994     | ENGINEER SENIOR               | 12   | 212       | E       | 08I       | 16.11          | 21.74          | 2,803           | 3,783           | 33,638         | 45,393         |
| 000556     | ENGINEERING SPECIALIST        | 12   | 212       | E       | 05I       | 14.41          | 19.41          | 2,507           | 3,377           | 30,088         | 40,528         |
| 002606     | ENGINEERING SPECIALIST SENIOR | 12   | 212       | E       | 07I       | 15.52          | 20.92          | 2,700           | 3,640           | 32,406         | 43,681         |
| 001401     | LAND SURVEYOR                 | 12   | 212       | E       | 04G       | 13.86          | 17.37          | 2,412           | 3,022           | 28,940         | 36,269         |
| 001933     | LAND SURVEYOR PRINCIPAL       | 12   | 212       | E       | 11I       | 18.02          | 24.31          | 3,135           | 4,230           | 37,626         | 50,759         |
| 001402     | LAND SURVEYOR SENIOR          | 12   | 212       | E       | 08I       | 16.11          | 21.74          | 2,803           | 3,783           | 33,638         | 45,393         |
| 000584     | RADIO ENGINEER 1              | 12   | 212       | E       | 05I       | 14.41          | 19.41          | 2,507           | 3,377           | 30,088         | 40,528         |
| 000585     | RADIO ENGINEER 2              | 12   | 212       | E       | 08I       | 16.11          | 21.74          | 2,803           | 3,783           | 33,638         | 45,393         |

APPENDIX D

Unit 212 MGEC Engineers  
 Series E Ranges 1-12  
 Effective 07/18/90 - 06/30/91

| Comp Code |       | A  | B      | C      | D      | E      | F      | G      | H      | I      | J      |       |    |
|-----------|-------|----|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|----|
| Step      |       | 01 | 02     | 03     | 04     | 05     | 06     | 07     | 08     | 09     | 10     |       |    |
| Series    | Range |    |        |        |        |        |        |        |        |        |        | Range |    |
| E         | 01    | YR | 27,228 | 28,188 | 29,295 | 30,380 | 31,591 | 32,761 | 34,034 | 35,329 | 36,686 |       | 01 |
|           |       | MO | 2,269  | 2,349  | 2,441  | 2,532  | 2,633  | 2,730  | 2,836  | 2,944  | 3,057  |       |    |
|           |       | HR | 13.04  | 13.50  | 14.03  | 14.55  | 15.13  | 15.69  | 16.30  | 16.92  | 17.57  |       |    |
| E         | 02    | YR | 28,188 | 29,295 | 30,380 | 31,591 | 32,761 | 34,034 | 35,329 | 36,686 | 38,085 |       | 02 |
|           |       | MO | 2,349  | 2,441  | 2,532  | 2,633  | 2,730  | 2,836  | 2,944  | 3,057  | 3,174  |       |    |
|           |       | HR | 13.50  | 14.03  | 14.55  | 15.13  | 15.69  | 16.30  | 16.92  | 17.57  | 18.24  |       |    |
| E         | 03    | YR | 29,295 | 30,380 | 31,591 | 32,761 | 34,034 | 35,329 | 36,686 | 38,085 | 39,505 |       | 03 |
|           |       | MO | 2,441  | 2,532  | 2,633  | 2,730  | 2,836  | 2,944  | 3,057  | 3,174  | 3,292  |       |    |
|           |       | HR | 14.03  | 14.55  | 15.13  | 15.69  | 16.30  | 16.92  | 17.57  | 18.24  | 18.92  |       |    |
| E         | 04    | YR | 30,380 | 31,591 | 32,761 | 34,034 | 35,329 | 36,686 | 38,085 | 39,505 | 41,008 |       | 04 |
|           |       | MO | 2,532  | 2,633  | 2,730  | 2,836  | 2,944  | 3,057  | 3,174  | 3,292  | 3,417  |       |    |
|           |       | HR | 14.55  | 15.13  | 15.69  | 16.30  | 16.92  | 17.57  | 18.24  | 18.92  | 19.64  |       |    |
| E         | 05    | YR | 31,591 | 32,761 | 34,034 | 35,329 | 36,686 | 38,085 | 39,505 | 41,008 | 42,553 |       | 05 |
|           |       | MO | 2,633  | 2,730  | 2,836  | 2,944  | 3,057  | 3,174  | 3,292  | 3,417  | 3,546  |       |    |
|           |       | HR | 15.13  | 15.69  | 16.30  | 16.92  | 17.57  | 18.24  | 18.92  | 19.64  | 20.38  |       |    |
| E         | 06    | YR | 32,761 | 34,034 | 35,329 | 36,686 | 38,085 | 39,505 | 41,008 | 42,553 | 44,203 |       | 06 |
|           |       | MO | 2,730  | 2,836  | 2,944  | 3,057  | 3,174  | 3,292  | 3,417  | 3,546  | 3,684  |       |    |
|           |       | HR | 15.69  | 16.30  | 16.92  | 17.57  | 18.24  | 18.92  | 19.64  | 20.38  | 21.17  |       |    |
| E         | 07    | YR | 34,034 | 35,329 | 36,686 | 38,085 | 39,505 | 41,008 | 42,553 | 44,203 | 45,873 |       | 07 |
|           |       | MO | 2,836  | 2,944  | 3,057  | 3,174  | 3,292  | 3,417  | 3,546  | 3,684  | 3,823  |       |    |
|           |       | HR | 16.30  | 16.92  | 17.57  | 18.24  | 18.92  | 19.64  | 20.38  | 21.17  | 21.97  |       |    |
| E         | 08    | YR | 35,329 | 36,686 | 38,085 | 39,505 | 41,008 | 42,553 | 44,203 | 45,873 | 47,669 |       | 08 |
|           |       | MO | 2,944  | 3,057  | 3,174  | 3,292  | 3,417  | 3,546  | 3,684  | 3,823  | 3,972  |       |    |
|           |       | HR | 16.92  | 17.57  | 18.24  | 18.92  | 19.64  | 20.38  | 21.17  | 21.97  | 22.83  |       |    |
| E         | 09    | YR | 36,686 | 38,085 | 39,505 | 41,008 | 42,553 | 44,203 | 45,873 | 47,669 | 49,506 |       | 09 |
|           |       | MO | 3,057  | 3,174  | 3,292  | 3,417  | 3,546  | 3,684  | 3,823  | 3,972  | 4,126  |       |    |
|           |       | HR | 17.57  | 18.24  | 18.92  | 19.64  | 20.38  | 21.17  | 21.97  | 22.83  | 23.71  |       |    |
| E         | 10    | YR | 38,085 | 39,505 | 41,008 | 42,553 | 44,203 | 45,873 | 47,669 | 49,506 | 51,365 |       | 10 |
|           |       | MO | 3,174  | 3,292  | 3,417  | 3,546  | 3,684  | 3,823  | 3,972  | 4,126  | 4,280  |       |    |
|           |       | HR | 18.24  | 18.92  | 19.64  | 20.38  | 21.17  | 21.97  | 22.83  | 23.71  | 24.60  |       |    |
| E         | 11    | YR | 39,505 | 41,008 | 42,553 | 44,203 | 45,873 | 47,669 | 49,506 | 51,365 | 53,307 |       | 11 |
|           |       | MO | 3,292  | 3,417  | 3,546  | 3,684  | 3,823  | 3,972  | 4,126  | 4,280  | 4,442  |       |    |
|           |       | HR | 18.92  | 19.64  | 20.38  | 21.17  | 21.97  | 22.83  | 23.71  | 24.60  | 25.53  |       |    |
| E         | 12    | YR | 41,008 | 42,553 | 44,203 | 45,873 | 47,669 | 49,506 | 51,365 | 53,307 | 55,311 |       | 12 |
|           |       | MO | 3,417  | 3,546  | 3,684  | 3,823  | 3,972  | 4,126  | 4,280  | 4,442  | 4,609  |       |    |
|           |       | HR | 19.64  | 20.38  | 21.17  | 21.97  | 22.83  | 23.71  | 24.60  | 25.53  | 26.49  |       |    |

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

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

CLASSES AND SALARIES AS OF JULY 18, 1990

| CLASS CODE | CLASS TITLE                   | GRID | BARG UNIT | SER-IES | COMP CODE | MINIMUM HOURLY | MAXIMUM HOURLY | MINIMUM MONTHLY | MAXIMUM MONTHLY | MINIMUM ANNUAL | MAXIMUM ANNUAL |
|------------|-------------------------------|------|-----------|---------|-----------|----------------|----------------|-----------------|-----------------|----------------|----------------|
| 000285     | ENGINEER 1 GRADUATE           | 12   | 212       | E       | 01G       | 13.04          | 16.30          | 2,269           | 2,836           | 27,228         | 34,034         |
| 000919     | ENGINEER 2 GRADUATE           | 12   | 212       | E       | 04G       | 14.55          | 18.24          | 2,532           | 3,174           | 30,380         | 38,085         |
| 000995     | ENGINEER ADMINISTRATIVE       | 12   | 212       | E       | 12I       | 19.64          | 26.49          | 3,417           | 4,609           | 41,008         | 55,311         |
| 000997     | ENGINEER PRINCIPAL            | 12   | 212       | E       | 11I       | 18.92          | 25.53          | 3,292           | 4,442           | 39,505         | 53,307         |
| 000994     | ENGINEER SENIOR               | 12   | 212       | E       | 08I       | 16.92          | 22.83          | 2,944           | 3,972           | 35,329         | 47,669         |
| 000556     | ENGINEERING SPECIALIST        | 12   | 212       | E       | 05I       | 15.13          | 20.38          | 2,633           | 3,546           | 31,591         | 42,553         |
| 002606     | ENGINEERING SPECIALIST SENIOR | 12   | 212       | E       | 07I       | 16.30          | 21.97          | 2,836           | 3,823           | 34,034         | 45,873         |
| 001401     | LAND SURVEYOR                 | 12   | 212       | E       | 04G       | 14.55          | 18.24          | 2,532           | 3,174           | 30,380         | 38,085         |
| 001933     | LAND SURVEYOR PRINCIPAL       | 12   | 212       | E       | 11I       | 18.92          | 25.53          | 3,292           | 4,442           | 39,505         | 53,307         |
| 001402     | LAND SURVEYOR SENIOR          | 12   | 212       | E       | 08I       | 16.92          | 22.83          | 2,944           | 3,972           | 35,329         | 47,669         |
| 000584     | RADIO ENGINEER 1              | 12   | 212       | E       | 05I       | 15.13          | 20.38          | 2,633           | 3,546           | 31,591         | 42,553         |
| 000585     | RADIO ENGINEER 2              | 12   | 212       | E       | 08I       | 16.92          | 22.83          | 2,944           | 3,972           | 35,329         | 47,669         |

APPENDIX E

The Employer and the Council agree to establish a Joint Committee to meet and confer regarding:

- a. Graduate Engineer classes.

APPENDIX F

The Department of Health and the Council agree to meet and confer regarding expenses.

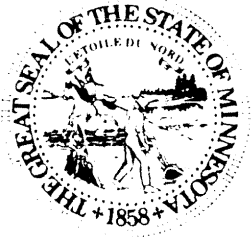
APPENDIX G

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

| <u>County</u> | <u>Low-Cost Health Plan</u>    | <u>County</u> | <u>Low-Cost Health Plan</u> |
|---------------|--------------------------------|---------------|-----------------------------|
| Aitkin        | PHP                            | Mahnomen      | State Health Plan           |
| Anoka         | Group Health                   | Marshall      | State Health Plan           |
| Becker        | State Health Plan              | Martin        | State Health Plan           |
| Beltrami      | State Health Plan              | Meeker        | PHP                         |
| Benton        | Central Minnesota Group Health | Mille Lacs    | PHP                         |
| Big Stone     | State Health Plan              | Morrison      | PHP                         |
| Blue Earth    | State Health Plan              | Mower         | State Health Plan           |
| Brown         | State Health Plan              | Murray        | State Health Plan           |
| Carlton       | First Plan                     | Nicollet      | PHP                         |
| Carver        | Group Health                   | Nobles        | MedCenters                  |
| Cass          | State Health Plan              | Norman        | State Health Plan           |
| Chippewa      | State Health Plan              | Olmsted       | State Health Plan           |
| Chisago       | Group Health                   | Otter Tail    | State Health Plan           |
| Clay          | State Health Plan              | Pennington    | State Health Plan           |
| Clearwater    | State Health Plan              | Pine          | PHP                         |
| Cook          | State Health Plan              | Pipestone     | State Health Plan           |
| Cottonwood    | State Health Plan              | Polk          | State Health Plan           |
| Crow Wing     | State Health Plan              | Pope          | PHP                         |
| Dakota        | Group Health                   | Ramsey        | Group Health                |
| Dodge         | State Health Plan              | Red Lake      | State Health Plan           |
| Douglas       | State Health Plan              | Redwood       | State Health Plan           |
| Faribault     | State Health Plan              | Renville      | PHP                         |
| Fillmore      | State Health Plan              | Rice          | State Health Plan           |
| Freeborn      | State Health Plan              | Rock          | State Health Plan           |
| Goodhue       | MedCenters                     | Roseau        | State Health Plan           |
| Grant         | PHP                            | St. Louis     | State Health Plan           |
| Hennepin      | Group Health                   | Scott         | Group Health                |
| Houston       | State Health Plan              | Sherburne     | State Health Plan           |
| Hubbard       | State Health Plan              | Sibley        | MedCenters                  |
| Isanti        | PHP                            | Stearns       | State Health Plan           |
| Itasca        | State Health Plan              | Steele        | State Health Plan           |
| Jackson       | MedCenters                     | Stevens       | State Health Plan           |
| Kanabec       | PHP                            | Swift         | State Health Plan           |
|               |                                | Todd          | PHP                         |



| <u>County</u>     | <u>Low-Cost<br/>Health Plan</u> | <u>County</u>   | <u>Low-Cost<br/>Health Plan</u> |
|-------------------|---------------------------------|-----------------|---------------------------------|
| Kandiyohi         | State Health Plan               | Traverse        | State Health Plan               |
| Kittson           | State Health Plan               | Wabasha         | MedCenters                      |
| Koochiching       | State Health Plan               | Wadena          | State Health Plan               |
| Lac Qui Parle     | State Health Plan               | Waseca          | State Health Plan               |
| Lake              | First Plan                      | Washington      | Group Health                    |
| Lake of the Woods | State Health Plan               | Watonwan        | State Health Plan               |
| Le Sueur          | PHP                             | Wilkin          | State Health Plan               |
| Lincoln           | State Health Plan               | Winona          | State Health Plan               |
| Lyon              | State Health Plan               | Wright          | MedCenters                      |
| McLeod            | MedCenters                      | Yellow Medicine | State Health Plan               |



State of Minnesota

**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor

520 Lafayette Road, St. Paul, MN 55155 • 612/296-2616

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May 31, 1989

Dave O'Connell  
Executive Director  
Minnesota Government Engineers Council  
525 Park Street  
St. Paul, MN 55103

Re: Discipline and Discharge

Dear Dave:

Discussions in negotiations about Discipline and Discharge have highlighted the need for a delineation of the just cause standard. Discipline under the contract between the Employer and MGEC requires that any action taken by the employer must be done so on the basis of "just cause." The definition of just cause varies from case to case. Each has its own unique characteristics and such characteristics must be weighed in assessing the appropriateness and level of discipline as it meets the just cause standards.

Where appropriate, supervisors and managers should follow progressive discipline working through oral reprimands, written reprimands and suspensions in order to correct chronic misconduct.

The State of Minnesota has two courses which discuss the points involved in discipline. These courses are: "Handling Discipline and Grievances" and "Investigating Employee Misconduct." They are regularly announced as a part of the Department of Employee Relations' training program and provide supervisors with good examples and good background on the nature of discipline and necessities required for taking disciplinary action. In addition, those who are contemplating discipline should be strongly urged to contact Personnel or Labor Relations Offices in the agencies in which they work prior to administering the discipline.

Sincerely,

John Kuderka  
Assistant State Negotiator

JK:sf



State of Minnesota

**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor

520 Lafayette Road, St. Paul, MN 55155 • 612/296-2616

July 18, 1989

Dave O'Connell  
Executive Director  
Minnesota Government Engineers Council  
525 Park Street  
St. Paul, MN 55103

Re: Optional Insurance Coverages

Dear Dave:

This letter is to confirm our understanding regarding open enrollments (without evidence of insurability) that will be held in the fall of 1989 for certain optional insurance coverages.

1. Optional Employee Life Insurance. There will be an open enrollment for employees who currently have optional employee life insurance based on the amount the employee currently has in force, as follows:

|                                  |                           |
|----------------------------------|---------------------------|
| Insured for \$ 5,000 to \$39,999 | -- \$ 5,000 evidence free |
| Insured for \$40,000 to \$59,999 | -- \$10,000 evidence free |
| Insured for \$60,000 to \$79,999 | -- \$15,000 evidence free |
| Insured for \$80,000 or more     | -- \$20,000 evidence free |

The total covered in force cannot exceed the plan maximum. The employee must be actively at work for the increase to become effective.

2. Short-Term Disability Insurance. There will be an open enrollment for short-term disability insurance up to \$400 per employee, subject to the employee's monthly earnings maximum. This open enrollment is not available to employees who have applied for short-term disability insurance and been declined since January 1, 1986.

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3. Accidental Death and Dismemberment Insurance. There will be an open enrollment for accidental death and dismemberment insurance of up to \$50,000 for each employee and \$25,000 for spouse coverage, subject to maximum limits of \$100,000/employee and \$25,000/spouse.

No open enrollments will be held for other optional coverages including spouse life, child/grandchild life, and long-term disability.

Sincerely,

Lance Teachworth  
Deputy Commissioner

LT:tmg

DEPARTMENT : EMPLOYEE RELATIONS - 3RD FLOOR  
520 LAFAYETTE ROAD

STATE OF MINNESOTA

# Office Memorandum

DATE : July 1, 1989

TO : Hiring Managers and Supervisors

FROM : John Kuderka  
Assistant State Negotiator

PHONE : 297-4305

SUBJECT : Use of Promotional Lists in the Hiring Process

During negotiations, a question arose about the use of promotional lists.

It was agreed that managers and supervisors should give consideration to all employees whose names are certified on a promotional eligible list rather than limiting consideration to those promotional candidates who have indicated interest in the vacancy during the Lateral Posting period.

It was also agreed that the Appointing Authorities and/or DOER shall provide hiring managers and supervisors with guidance on how to consider employees on a certified promotional eligible list. This may include, but is not limited to, methods such as:

- screening application materials of employees.
- asking all employees on the certified promotional eligible list to submit a written resume.
- contacting all of the employees on the certified promotional eligible list to ask if they are interested in the position.
- interviewing each of the employees on the certified promotional eligible list who is interested in the position.

Nothing in the agreement, or in this memo, shall in any way preclude the exclusive right of Appointing Authorities to select any employee they want for the position.

JK:tmg