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

JULY 1, 1999

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JUNE 30, 2001



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Notes

PREAMBLE

This Agreement, made and entered into this 31st day of September, 2000 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 (Professional)	Land Surveyor in Training
Engineer 1, Graduate	Land Surveyor, Senior
Engineer 2, Graduate	Land Surveyor, Principal
Engineer, Principal	Radio Engineer 1
Engineer, Senior	Radio Engineer 2
Engineering Specialist	Trainee - Graduate Engineer
Engineering Specialist, Senior	

Copies of classification specifications for these classifications will be made available in the personnel office of each Agency 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. 179A.10, Subd. 4.

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 Agency 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 judgments 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. The Employer agrees to furnish the Council with a current list of all members of the unit including home addresses. The Department of Finance 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 Agencies, resignation or retirement of any of the members of the unit.

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 Agency on matters of concern, either orally or in writing; and to meet and confer with the Agency 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 Agency 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 judgment of the Agency, 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 Agency, this may be accomplished through releasing the employee without loss of pay, or accrual of additional salary, to attend the training and/or by reimbursing the employee for up to 100% of all related necessary and legitimate expenses, including but not limited to tuition, books, travel expenses, travel time, and attendance time. At the discretion of the Agency, 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 Agency, employees may also be reimbursed for expenses pursuant to Article 19. For training that is required by the Agency, manager or supervisor, the Agency shall reimburse 100% of all related necessary and legitimate expenses, including but not limited to tuition, books, travel expenses, travel time, and attendance time. When practical, the Agency will attempt to adjust the employee's hours if the approved training activity is scheduled during the employee's normal work hours.

Section 6. Performance Appraisals. An employee shall have at least one (1) Performance Review with his/her supervisor each year. This review shall include the completion of an appraisal form by the supervisor which shall be given to the employee. The employee shall have the right to review the form and attach written comments to the form. The form and any comments shall be put into the employee's personnel file. The substantive judgment of the employee's superior regarding his/her performance is not a grievable or arbitrable matter.

Section 7. Reorganization. The Employer's applicable agency agrees to meet and confer with the Council about ramifications of any proposed reorganization plan, if such a plan could result in a relocation of positions or employees within or outside thirty five (35) miles. Agencies may also meet and confer with the Council about partial reimbursement for lateral transfers during a reorganization.

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. Time Management. The Agency and the Council recognize that because of the professional and supervisory nature of their work, the employees covered by this agreement may be required to work varied hours, hours in excess of the normal work day and/or payroll period, 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.

It is recognized that employees are responsible for managing and accounting for their own hours of work and may make adjustments in hours of work in subsequent work days and/or payroll periods, provided such time management does not result in overtime nor guarantee hour-for-hour for occasional excess hours worked.

Section 4. Overtime.

Overtime shall be subject to approval by the Agency in advance of being worked.

Overtime worked may be liquidated at the rate of straight time in either cash or compensatory time at the option of the Agency after consulting with the employee.

The compensatory time bank shall not exceed one hundred twenty (120) hours. Hours worked over the one hundred twenty (120) hours shall be paid in cash. The compensatory time bank shall dissolve if the employee leaves the Agency or bargaining unit. The Agency may require the employee to use any hours in the compensatory bank by giving the employee written notice by November 1. This compensatory time shall be scheduled off prior to the last day of the first full pay period in the following March. If the hours in the compensatory bank have not been reduced to zero (0) hours by the last day of the first full pay period in March, the hours shall be paid in cash.

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 \$60.00 per week of assigned on-call duty.

Section 7. Call Back. Employees who are called back to work after their normal work hours 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 option of the employee. The minimum amount of call back time shall be two (2) hours. Employees shall also receive round-trip mileage from their home to their work station.

ARTICLE 7 - HOLIDAYS

Section 1. Eligibility. All employees except temporary employees, intermittent employees, and emergency 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.

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

Monday, July 5, 1999 - Independence Day
Monday, September 6, 1999 - Labor Day
Thursday, November 11, 1999 - Veteran's Day
Thursday, November 25, 1999 - Thanksgiving Day
Friday, November 26, 1999 - Day after Thanksgiving
Friday, December 24, 1999 - Christmas Day
Friday, December 31, 1999 - New Year's Day
Monday, January 17, 2000 - Martin Luther King, Jr. Day
Monday, February 21, 2000 - President's Day
Monday, May 29, 2000 - Memorial Day
Tuesday, July 4, 2000 - Independence Day
Monday, September 4, 2000 - Labor Day
Friday, November 10, 2000 - Veteran's Day
Thursday, November 23, 2000 - Thanksgiving Day
Friday, November 24, 2000 - Day after Thanksgiving
Monday, December 25, 2000 - Christmas Day
Monday, January 1, 2001 - New Year's Day
Monday, January 15, 2001 - Martin Luther King, Jr. Day
Monday, February 19, 2001 - President's Day
Monday, May 28, 2001 - Memorial Day

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

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. Holiday on a Day Off. When any of the above holidays fall on an employee's regularly scheduled day off, the employee shall either take an alternate holiday within one hundred twenty (120) calendar days of the holiday or have the employee's scheduled work day before or after the holiday scheduled as the holiday for that employee. The decision of when the holiday is designated is at the discretion of the employee insofar as adequate scheduling of the work unit permits.

Section 6. Work on a Holiday. Any eligible employee who works on a holiday shall, at the Agency'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 employee shall designate such alternative holiday within thirty (30) calendar days of the last date of the pay period in which the holiday occurs insofar as adequate scheduling of the work unit permits.

Section 7. 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, unless the employee can be scheduled for paid leave pursuant to Article 8, Section 3. Employees shall notify the Agency at least five (5) working days prior to the leave.

ARTICLE 8 - VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency 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 18 years	7.5 working hours
After 18 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 18 years	After 18 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.

Employees appointed to a position covered by this agreement within one (1) year of separation from another public employer shall be allowed to transfer length of service credit for purposes of vacation accrual. The transfer shall become effective on the date the Agency receives a written request with documentation of prior employment.

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 seventy five (275) hours or less. This must be accomplished on or before the last day of the fiscal year. If not, it shall automatically be reduced to two hundred seventy five (275) 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 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.

Section 3. Vacation Period. Every reasonable effort shall be made by the Agency 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 Agency shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. Except for employees who separate from State service prior to completion of six (6) months of continuous service, 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 except in the event of the death of the employee. 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 seventy five (275) hours.

ARTICLE 9 - SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency 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.

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 During Pay Period</u>	<u>Number of Hours Accrued</u>
Less than 9.5	0
At least 9.5, but less than 19.5	.75
At least 19.5, but less than 29.5	1
At least 29.5, but less than 39.5	1.50
At least 39.5, but less than 49.5	2
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3
At least 69.5, but less than 79.5	3.50
At least 79.5	4

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 Agency.

Employees on a military leave under Article 10 shall earn and accrue sick leave as though actually employed, pursuant to M.S. 196.26.

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

An employee who receives severance pay on or after January 7, 1998, and returns to State service after January 7, 1998, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus eighty seven and one half percent (87½%) of the employee's accumulated but unused sick leave bank.

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. The use of a reasonable period of sick leave shall be granted in cases of illness of a spouse, dependent children/step-children, or parent/step-parent who is living in the same household of the employee; illness of a minor child whether or not the child lives in the same household of the employee;
2. A reasonable period of sick leave not to exceed five (5) days shall be granted for the birth or adoption of a child. At the discretion of the Agency, additional time off may be granted for adoption.
3. A reasonable period of sick leave not to exceed five (5) days shall be granted to arrange for necessary nursing care for members of the family as specified in B.1. above.
4. The use of a reasonable period of sick leave shall be granted in cases of death of a spouse or parents and grandparents of the spouse, or the parents/step parents, grandparents, grandchildren, guardian, children/step children, brothers, sisters, or wards of the employee.

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 Agency, when the Agency has reasonable cause to believe that an employee has abused, or is abusing, sick leave.

The Agency may also require a similar statement from a medical practitioner if the Agency 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 Agency, 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 Agency. An employee who transfers, or is transferred, to another Agency, 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 Agency require that the skills and knowledge possessed by the applicant are necessary to the efficient functioning of the Agency. The employee is obligated to contact the Agency if an extension is requested. Failure to contact the Agency 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 Agency.
- 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. "Service upon a jury" includes time when the employee is impaneled for actual service or is required by the court to be present for potential selection for service. During any other time, the employee shall report to work.
- D. **Military Leave:** In accordance with M.S. 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military reserves of the United States or of the State of Minnesota and who are ordered or authorized by the appropriate authorities to engage in training or active service.
- E. **Voting Time Leave:** Any employee who is eligible to vote in any statewide general election or primary 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 Agency, 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.

- G. **Transition Leave.** At the Agency's discretion an employee under notice of permanent layoff may be granted up to one hundred sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Application and Reinstatement provisions of this Article.

- H. **Election Judge Leave:** An employee serving as an Election Judge in any statewide primary or general election or in an election to fill a vacancy in the office of a representative in Congress shall be eligible for paid leave for all normal work hours the employee serves as an election judge.

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. **Medical 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 Agency may require appropriate medical documentation of the illness, injuries or disability.

Agency Initiated Medical Leave: If the Agency 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 up to six (6) months in duration. Extensions of up to six (6) additional months may be added following consultation with the Council.

Such leave may not be initiated unless the Agency 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 Agency agrees to pay the cost of the medical evaluation stated above.

- D. **Military Leave:** In accordance with M.S. 192.261 and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years.

At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave must have been accumulated prior to the start of the military leave.

- 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. **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.

- G. **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 from the date of the birth or adoption of the child by mutual consent between the employee and the Agency. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of parenthood leave.
- H. **Council Leave:** Any member 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 Agency.
- I. **Elder Care Leave:** Leave may be granted to any employee, upon request, to care for or to arrange for care for parents of the employee or the employee's spouse.
- J. **Other Governmental Agency Work:** An employee may be granted a leave of absence by the Agency for the purposes of accepting employment with the University of Minnesota, any city, county or other governmental agency. Such leave of absence may be granted for a period of up to five (5) years. The provisions of Section 5, Reinstatement, shall apply for leaves of two (2) years or less. For any leave of absence over two (2) years, classification seniority will cease to accrue after two (2) years. Employees returning from an over-two-year leave of absence 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 classification from which the leave was granted and the provisions of Article 11, Section 3 shall apply. If the employee is not appointed to a vacancy and the leave expires, the employee's name shall be placed on appropriate layoff lists.
- 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 Agency 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 Agency. 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 Agency upon reasonable written notice to the employee. At the discretion of the Agency, 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 Agency 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. **Vacancies and Reassignments.** A vacancy is defined as a permanent position in the classified service which an Agency determines to fill. Also, a vacancy is not created by reallocation, unless the incumbent fails to hold the necessary license, certification or registration for appointment to the new class. Prior to posting a vacancy pursuant to Section 2, the Agency may permanently reassign an employee to avoid layoff, as provided in Article 13, Section 5.

The Agency may also permanently reassign an employee to a vacancy in the same classification and employment condition and within thirty-five (35) miles (in Mn/DOT, within the same Office, District or the Metro Division except that employees cannot be involuntarily reassigned over thirty-five (35) miles). Whenever possible, an effort should be made to solicit the interest of employees eligible for the reassignment. The vacancy remaining following such reassignments shall be posted pursuant to Section 2. Where no vacancy exists, the Agency may reassign on a permanent basis employees to other positions within the same classification and District, Office, Division or Bureau to accomplish staffing objectives; if the reassignment is to a position under a different manager, the Agency shall first meet and confer with MGEC.

When an Agency 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. **Layoff.** Prior to posting, the Agency may offer a vacancy within the Agency in an equal or lower class to an employee on notice of layoff.
- C. **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, or an agency Human Resource office with delegated authority, pursuant to this section shall not be subject to the grievance and arbitration provisions of this Agreement.

- D. **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.
- E. **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. Except as provided in Sections 1A and B, whenever a vacancy occurs, it shall be posted for laterals within the Agency for ten (10) working days, unless by mutual agreement of the Council and Agency 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 lower classes may express an interest in the position on a non-promotional basis. However, for such an employee to be selected, the Agency 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.

In Mn/DOT, Graduate Engineer 2 vacancies shall be posted for both Graduate Engineer 2 and Senior Engineer levels, unless the vacancy is to be filled by the permanent appointment of a Graduate Engineer Trainee. Eligible employees in both job classes will be considered together. If a Senior Engineer is selected, the vacancy will be restructured and the position classification changed to Senior Engineer in accordance with appropriate statutes and administrative procedures. In other agencies, Graduate Engineer 2 vacancies may be posted for both levels if the Agency determines that the vacancy could be restructured and the position classification changed to Senior Engineer in accordance with appropriate statutes and administrative procedures.

When an Agency determines that position posting can be accomplished electronically, and upon agreement of the Council, it may institute such procedure.

Section 3. Filling of Vacancies.

Posted vacancies will be filled in the following order:

- A. **Laterals.** All classified employees in the Agency, employment condition, and posted job classification(s) who express their interest either orally or in writing, shall be given serious consideration which may include an interview. Where employees in multiple job classes may express interest, eligible employees in all job classes will be considered together.

Where three (3) or more eligible employees express interest, the Agency shall consider laterals first and, if none is selected, provide notice of non-selection prior to considering candidates under options B - D below. If fewer than three (3) eligible employees express interest, the Agency may consider laterals simultaneously with candidates available under options B - D below. The Agency shall provide notice to laterals who are not selected.

[For information regarding non-selection of laterals, see memo dated November 2, 1995, in the back of the agreement.]

- B. **Seniority Unit Layoff List.** If a Seniority Unit 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. **Claiming.** If the vacancy is not filled from the Seniority Unit Layoff List, the Agency (in Mn/DOT the seniority unit) shall consider claims of eligible Bargaining Unit employees facing layoff who request a transfer or demotion to a class in which the employee served or for which the employee is determined to be qualified by the Employer.

The receiving Agency shall determine if the employee is qualified for the position, and if so, shall not unreasonably deny the request. Once an employee has been offered and rejected a transferable claim within thirty-five (35) miles, claiming is over.

An employee who has a layoff option that is transferable, same employment condition, and within thirty-five (35) miles (for Mn/DOT within the seniority unit) must take the vacancy and cannot claim a position.

- D. **Other Alternatives.** After interviewing the laterals and determining there is no one on the Seniority Unit Layoff List and determining that there is no one qualified to claim the vacancy, the Agency 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.

No new appointments of persons other than current State employees with unlimited status shall be made if a Bargaining Unit Layoff List exists for that class, location and employment condition until all qualified employees on the list have been offered the position.

Upon request, the Agency 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 and filled in accordance with the provisions of this Article. 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 Agency 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 or an Agency Human Resource office with delegated authority receives a reallocation request determined by the Department of Employee Relations or delegated Agency 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 Agency. 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 Agency, the employee's name shall be placed on the layoff list as provided in Article 13, Section 8. Placement on the list and recall from it shall be subject to the provisions of Article 13 (Layoff and Recall), Section 8 (Layoff Lists) and Section 9 (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

Section 1. Required Probationary Periods and Duration. Except as provided below, all unlimited appointments to positions in the classified service shall be for a probationary period of six (6) calendar months.

No probationary period shall be required for appointment from Seniority Unit layoff lists within two (2) years of the date of layoff. A Trainee-Graduate Engineer converted to Graduate Engineer 2 upon completion of the Mn/DOT trainee program in effect on July 1, 1997, shall serve a probationary period of three (3) 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. 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.

Section 2. Discretionary Probationary Period. An Agency may require a probationary period of six (6) calendar months for transfers, reemployments, reinstatements, recall from the Bargaining Unit layoff list more than two (2) years from the date of layoff, recall from the Seniority Unit layoff list more than two (2) years from the date of layoff or voluntary demotions. If a probationary period will be required on a transfer, the Agency 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.

Section 3. Non-Certification and Extension of Probationary Period. If the Agency decides an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Agency feels that an extension of the probationary period could result in successful completion of the probationary period, the Agency, the Council and the employee may mutually agree to a limited extension, not to exceed six (6) months.

During the probationary period, the Agency 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 Agency or designee to discuss the non-certification. A Trainee-Graduate Engineer under the Mn/DOT trainee program in effect on July 1, 1997, whose appointment is terminated during the second year of trainee status, may appeal the termination decision to the Office of the Mn/DOT Commissioner. A member of the Commissioner's Office shall meet with the employee and, if requested by the employee, a representative of the Council to review the reasons for the termination. The decision of the Commissioner's staff is final.

An employee who is serving a probationary period and who is not certified by the Agency shall have the right to be restored to a position in his/her former class and Agency. An employee who is non-certified following recall from a Bargaining Unit or Seniority Unit Layoff List shall be returned to the layoff list for the time remaining.

ARTICLE 13 - SENIORITY, 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. **Agency Seniority.** "Agency Seniority" is defined as the length of service within the Agency and its predecessor agencies.
- C. **Classification Seniority.** "Classification Seniority" is defined as the length of service in a specific job classification within the Agency 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.

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.

- D. **Temporary Graduate Engineers.** 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 Agency.
- E. **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.
- F. **Seniority Unit.** "Seniority Unit" is defined as the Agency except for Mn/DOT where seniority units shall be as follows:

- District 1
- District 2
- District 3
- District 4
- Metro Division and Central Office
- District 6
- District 7
- District 8

- G. **Layoff.** "Layoff" is defined as an interruption in employment in excess of ten (10) consecutive working days. An Agency 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.
- H. **Qualified.** "Qualified" shall mean that the employee meets the registration, experience and/or educational requirements for initial appointment to the position. Upon request, the Agency 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 Agency as to whether or not an employee is qualified to perform the duties of a particular position is grievable to the third step but is not arbitrable.

Section 2. Establishment of Seniority Lists. Up-to-date seniority lists showing each employee's classification, agency and state seniority shall be prepared by each Agency no later than November 30 of each year, unless up-to-date lists are accessible electronically to the majority of the bargaining unit in an agency. 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, unless up-to-date lists are accessible electronically to the majority of the bargaining unit in an agency. The Council shall be furnished a copy of the annual seniority lists unless up-to-date lists are available electronically to the Council.

When two or more employees have the same Classification Seniority dates, seniority positions shall be determined by total Agency 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. Factual errors of data contained in the seniority lists can be corrected at any time. Corrections may be initiated by an employee notifying the Agency of possible errors or by the Agency discovering errors. Any changes to seniority list data shall be communicated as soon as possible to the Council and to the employee whose data is being corrected or amended.

Section 4. Council Cooperation. When an Agency initiates a reorganization planning process or management study which may result in layoff, the Agency shall meet and confer with the Council during the planning phase and again during the implementation phase. The Agency and the Council shall enter into negotiations regarding a Memorandum of Understanding upon the request of either party to modify the Agreement regarding the implementation plans which shall include, but are not limited to the following:

- length of layoff notice
- jobs and retraining opportunities
- alternate placement methods
- early retirement options pursuant to M.S. 43A.24, Subd. 2(i)
- other methods of mitigating layoffs or their effect on employees
- claiming rights.

Section 5. Layoff Procedure. 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 twenty-one (21) calendar days, and whenever practicable thirty (30) calendar days, written notice of the layoff shall be given to the affected employee and the Council prior to the effective date of the layoff. Agencies are encouraged to provide longer notice. The written notice shall specify the reason for the layoff and an estimated duration for the layoff.

At the Agency's discretion, an employee under notice of permanent layoff may continue in payroll status for up to two (2) calendar weeks of paid leave, ending at the date of layoff. Such leave shall not be subject to the Application and Reinstatement provisions of Article 10, Leaves of Absence.

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 Agency 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. The vacancy need not be posted prior to the reassignment.

Where the preceding action cannot be accomplished, an employee about to be laid off shall be advised of his/her alternatives within options 1-5 listed below. The employee shall then select one of these options.

In lieu of the following options, the employee may elect to accept a vacancy in the same agency and employment condition, in the same class or in an equal or lower class in which the employee previously served or for which the employee is determined qualified by the Employer. The vacancy need not be posted prior to offering it to an employee on notice of layoff. An opportunity to take a vacancy is mandatory over bumping when the vacancy is in the same class or is in a transferable class, same employment condition and is within thirty-five (35) miles (in the case of Mn/DOT within seniority unit).

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

1. **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
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.
3. **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.

4. **Bump into a lower or equal 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.
5. If none of the preceding exists or if the employee chooses not to accept the preceding, 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 Agency shall retain full bumping rights into a previously held classification within the bargaining unit and Agency based upon Classification Seniority.

Section 6. Claiming. In order to avoid a layoff or bump, an employee may take a transfer or demotion to a vacancy in another Agency (or in the Department of Transportation a seniority unit) in a class/class option for which the employee is determined qualified by the Employer. The receiving Agency shall determine if the employee is qualified for the position, and if so shall not unreasonably deny the request. An employee who has a layoff option that is transferable, within the same employment condition and within thirty-five (35) miles (for Mn/DOT within the seniority unit) must take the vacancy before a claim.

Eligibility for claiming under this provision begins on the date of the written layoff notice and continues until fourteen (14) calendar days after the actual date of layoff. No severance or vacation liquidation shall be paid to the employee and the employee's name shall not be placed on any layoff lists until the end of the claiming period. Employees may waive their post-layoff claiming rights and the Agency shall authorize payment of any severance or vacation liquidation and the employee will be eligible for placement on appropriate layoff lists.

Section 7. Out-of-Order Seniority Layoff. Upon the request of a more senior employee and with the approval of the Agency, a more senior employee in the same class may be laid off out of seniority order.

Section 8. 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 Seniority Unit 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 1-5, 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 four (4) years. A copy of such list shall be made available to the Council upon request.

Upon request, 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 bargaining unit layoff list for the bargaining 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 1-5, 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 four (4) years. A copy of such list shall be made available to the Council upon request.

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

1. Recall to a permanent position in the class from which the employee was laid off.
2. Failure to accept recall to a permanent position within thirty-five (35) miles of the employee's previous work location.
3. 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.

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

Section 9. Recall. Employees shall be recalled from layoff in the order in which their names appear on the layoff list as specified in Section 8 above, 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 Agency 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 Agency informed of the employee's current address.

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 shall include only the following:

1. Oral reprimand (not grievable)
2. Written reprimand (not arbitrable)
3. Suspension (paid or unpaid)
4. Demotion
5. Discharge

When any disciplinary action more severe than an oral reprimand is intended, the Agency 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.

Transfers shall not be used as a disciplinary action.

B. **Reprimand.** If the Agency 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 Agency 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. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished to the Council. The employee shall be advised of the principal allegations being investigated and, if known, the alleged time and place of the occurrence prior to questioning.

Section 4. Investigatory Leave. The Agency may place an employee who is the subject of an investigation on a paid investigatory leave provided a reasonable basis exists to warrant such leave.

Section 5. Discharge of Permanent Employees. The Agency shall not discharge any permanent employee without just cause. If the Agency 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 Agency 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 leave, the requirement to be in pay status shall not apply.

Section 6. 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 7. Termination of Unclassified Employees. The termination of unclassified employees is not subject to the Grievance Procedure set forth in Article 15.

Section 8. Personnel Records. Initial minor infractions, irregularities or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's official personnel file.

An oral reprimand shall not become part of an employee's official personnel file. Investigations which do not result in disciplinary actions shall not be entered into the employee's official personnel file. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's official personnel file. All disciplinary entries in the official personnel file 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 official personnel file 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 a suspension of five (5) days or less or five (5) years following a suspension of six (6) to ten (10) days. 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 official personnel file 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 Agency shall provide a copy of any items from the employee's official personnel file upon the written request of the employee.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their official personnel file 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 official 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 Agency) 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 Agency) 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 Agency) 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 Agency) or the grievance shall be considered waived.

- STEP 2. Within ten (10) working days after receiving the Council's appeal, the Agency 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 Agency 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 Agency'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 Agency or designee shall meet with the Council's designee and attempt to resolve the grievance. Within ten (10) working days following this meeting, the Agency or designee shall respond in writing to the Council Representative stating the Agency's or designee's answer concerning the grievance.
- STEP 4. Within fifteen (15) working days following receipt of the Agency'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 fifteen (15) working days following the receipt of the answer of the Agency 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 seven (7) 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 three 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 Agency 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 Agency's or designee's last answer. If the Agency 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 Agency or designee and the Council at each step. The parties may waive Steps 1, 2 and/or 3 by mutual written agreement of the Agency 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 Agency's premises to investigate and to present the employee's grievance to the Agency.

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/her 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 Agency 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 Agency's Safety Committee.
- B. Any protective equipment or clothing shall be provided and maintained by the Agency whenever such equipment is required as a condition of employment either by the Agency, 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 Agency's Safety Committee by the Agency. Any necessary medical attention shall be arranged by the designated supervisor. The Agency shall provide assistance to employees in filling out all necessary Worker's Compensation forms, when requested.
- D. Any medical examination required by the Agency, OSHA, or the Federal Mine Safety and Health Administration pursuant to this Article shall be at no cost to the employee and the Agency 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 Agency. 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.

Section 5. Meet and Confer. The Employer and the Council shall, at the request of either party, meet and confer regarding the effects of the work environment on sick leave use and/or the employee's ability to perform satisfactorily and explore the resources and methods of intervention that are available.

ARTICLE 17 - WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix B and Appendix C. 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. First Fiscal Year Wage Adjustment. The salary ranges for employees covered by this Agreement are shown in Appendix B. Effective July 1, 1999, all salary ranges and rates shall be increased by two and one-half (2.5) percent, rounded to the nearest cent.

Effective July 1, 1999, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix B, except as set forth below.

Salary increases provided by this Section shall be given to all employees except those whose June 30, 1999 salary is equal to or greater than the maximum rate for their class as set forth in Appendix B.

Employees who are paid at a rate which exceeds the maximum rate established for their class prior to July 1, 1999, but whose rate falls within the new range for their class shall be assigned to the maximum of the new range.

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

Section 3. Second Fiscal Year Wage Adjustment. The salary ranges for employees covered by this Agreement are shown in Appendix C. Effective July 1, 2000, all salary ranges and rates shall be increased by three (3.0) percent, rounded to the nearest cent.

Effective July 1, 2000, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix C, except as set forth below.

Employees whose June 30, 2000 salary exceeds the maximum rate established for their class shall receive a salary increase of three (3.0) percent or an amount to place their salary at the new maximum rate, whichever is greater.

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 as of July 1, 1999</u>
11	7th Step
10	7th Step
9	6th Step
8	6th Step
7	5th Step
6	5th Step

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

Effective July 1, 2000, the position rate will be eliminated and employees may receive one step satisfactory performance increases annually on their anniversary date upon the recommendations of their Agency, up to and including the maximum salary rate for their class. Any employee who, on July 1, 2000, has been at or above the position rate as described for July 1, 1999, and who received their last step increase prior to July 1, 1999, shall be immediately eligible to receive their next step increase, provided that the employee meets the performance eligibility criteria and provided they are not yet at the maximum rate for their respective pay range. Other employees will be eligible upon their next anniversary date.

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 Agency 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; however, the withholding of a step increase is grievable and arbitrable.

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 Agency's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year. At the Agency's option, the employee may receive a one step in range adjustment or a lump sum amount up to \$1,600. In no instance during a fiscal year shall achievement awards be granted to more than 35% of the number of employees authorized at the beginning of the fiscal year. The receipt of a step increase as an achievement award shall not affect the timing of future progression increases.

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 Agency.

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 Agency. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Agency 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 Agency 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. 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 9. 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 first nine hundred (900) hours of accumulated but unused sick leave, and twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours, times the employee's regular rate of pay at the time of separation.

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

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 two (2) 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 10. Health and Dental Premium Account. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 11. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductible and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum of five thousand dollars (\$5,000) per calendar year.

Section 12. 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 13. State Contribution to Deferred Compensation Plan Contributions. 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 \$200 per employee per fiscal year.

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.

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

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

- A. **Employees - Basic Eligibility.** Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, and temporary, and intermittent employees; (2) student workers hired after July 1, 1979; and (3) interns.
- B. **Employees - Special Eligibility.** The following employees are also eligible to participate in the Group Insurance Program:
1. **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.
 2. **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.

3. **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.
4. **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.
5. **Totally Disabled Employees.** Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
6. **Retired Employees.** An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

1. **Spouse.** The spouse of an eligible employee (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.
2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract.

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

"Dependent Grandchild" includes an employee's: (1) grandchild placed in the legal custody of the employee, (2) grandchild legally adopted by the employee or placed for adoption with the employee, or (3) grandchild who is the dependent child of the employee's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent upon the employee for principal support and maintenance and live with the employee.

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

- D. **Continuation Coverage.** Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:
- a. termination of employment (except for gross misconduct);
 - b. layoff;
 - c. reduction of hours to an ineligible status;
 - d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
 - e. death of employee; or
 - f. divorce.

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

- A. **Full Employer Contribution - Basic Eligibility.** The following employees covered by this Agreement receive the full Employer Contribution:
1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
 2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.
- B. **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 seventy-five (75) percent of the full Employer Contribution.
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 over a period of any twelve (12) consecutive months.
- C. **Special Eligibility.** The following employees also receive an Employer Contribution:

1. **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 2B1.
2. **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.
3. **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.
4. **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.
5. **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 medical 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 (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C5, or while eligible for workers' compensation payments as described in Section 3C6.
2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. An employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

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 January 5, 2000. The Employer Contribution amounts and rules in effect on June 30, 1999 will continue through January 4, 2000.

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-only premium of the Low-Cost Health Plan or the actual employee-only premium of the health plan chosen by the employee.
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the employee.
3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee's permanent work location; county of residence for insurance year 2001; see Section 4A4 below. "Family premium" is the total of the employee premium and the dependent premium.

The Low-Cost Health Plan for each county for the 2000 insurance year is listed in Appendix D. During the 2000 insurance year, the list may be changed only if the Low-Cost Health Plan no longer operates in a county.

Low Cost Health Plan Determination 2001. The list for the 2001 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 2001 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 2000 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. **Location as the Basis for Employer Contribution.** The Employer Contribution for each employee is based on the employee's permanent work location on the effective date of the 2000 insurance year. For the 2001 insurance year, the Employer Contribution will be based on the employee's county of permanent residence (for Minnesota residents) or the employee's county of permanent work location (for Minnesota non-residents). If the health plan an employee is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

B. Contribution Formula - Dental Coverage.

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

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

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

Section 5. Coverage Changes and Effective Dates.

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

An employee may change his/her health or dental plan if the employee changes to a new permanent work location, and the employee's current plan is not available at the new work location. An employee who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

An employee and a retired employee may also add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child without regard to the thirty (30) day enrollment period.

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

1. If an employee or a retiree becomes married, the employee or retiree may add his/her spouse and any dependent children/grandchildren.
2. If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren.

3. If the retiree's spouse involuntarily loses group health or dental coverage, the retiree may add his/her spouse and any dependent children/grandchildren. (Spouse's loss of coverage due to his/her retirement would be considered involuntary.)

B. When Coverage May Be Canceled.

1. **Dependent Coverage.** An employee may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:
 - loss of dependent status of a sole dependent;
 - death of a sole dependent;
 - divorce;
 - change in employment condition of an employee or spouse; and
 - a significant change of spousal insurance coverage (cost of coverage is not a significant change).

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

2. **Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of these same life events occurred.
3. **Effective Date of Benefit Termination.** Medical coverage termination will take effect on the first of the month following the end of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible employee or dependent status. All other benefit coverage terminations will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible employee or dependent status.

C. Effective Date of Coverage.

1. **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.

If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)

2. **Delay in Coverage Effective Date.**

- a. **Basic Life.** If an employee is not actively at work on the initial effective date of coverage, coverage will be delayed until the first day of the pay period coinciding with or next following the employee's return to work. 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.

- b. **Medical and Dental.** If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be delayed until the first day of the pay period coinciding with or next following the employee's return to work.

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.

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

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 January 5, 2000 in the first year of this Agreement, and on January 3, 2001 in the second year of this Agreement.
 2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
 3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.
- 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 sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverages.

A. **Employee and Family Health Coverage.**

1. **Coverage Options.** Eligible employees may select coverage under one of the health plans offered by the Employer, including the State Health Plan, or other health plans. Coverage offered through these plans is subject to change during the life of this Agreement upon approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of the other plan 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, 1999 through January 4, 2000, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1999. Effective January 5, 2000, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice. Effective January 5, 2000, all other plans providing services to State employees will have the same coverages as the SHPS.

a. **Services received from, or authorized by, a primary care physician within the primary care clinic.** State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).

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

1. **Inpatient hospital services.** One hundred (100) percent coverage.
2. **Outpatient surgery center services.** One hundred (100) percent coverage.
3. **Home health services.** One hundred (100) percent coverage up to a maximum of five thousand dollars (\$5,000) eligible expenses per person per year.
4. **X-rays and laboratory tests.** One hundred (100) percent coverage.
5. **Preventive Care.** One hundred (100) percent coverage.
6. **Physicians services.** One hundred (100) percent coverage.
7. **Durable medical equipment.** Eighty (80) percent coverage.

- All diabetic supplies, including test tapes and syringes, are covered under durable medical equipment.

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

For services under 6A2a which are not authorized by a primary care physician within the primary care clinic in the 2000 and 2001 insurance years:

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

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

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

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

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

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

1. **Mental health services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services). No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. In-network services need not be authorized by a primary care physician within the primary care clinic under either plan.
2. **Chemical dependency services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services). No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. In-network services need not be authorized by a primary care physician within the primary care clinic under either plan.
3. **Chiropractic services.** 100% coverage. No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic. Coverage shall be provided for a minimum of twenty (20) services or twenty-one (21) calendar days, whichever is greater, per incident.
4. **Transplant coverage.** The SHPPOS and SHPS shall provide transplant coverage, as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers.

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

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

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

1. **Prescription drugs.**

- Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
 - If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
- a. **SHPS and SHPPOS. Prescription drugs.** For the 2000 and 2001 insurance years:
- ten dollar (\$10) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.
 - twenty-one dollar (\$21) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.
 - annual maximum eligible out-of-pocket expense for prescription drugs of two hundred dollars (\$200) per person or four hundred dollars (\$400) per family.
- b. **Grandfathered Diabetic Group.** For insulin dependent diabetics who have been continuously enrolled in the State Health Plan since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:
- Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.
2. **Eye exams.** SHPPOS and SHPS. One hundred (100) percent coverage. (Limited to one routine examination per year.)
3. **Outpatient emergency and urgicenter services within the area.** SHPPOS and SHPS. Thirty dollar (\$30) copayment per visit for outpatient emergency visits and fifteen dollar (\$15) copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.

4. **Emergency and urgently needed care outside the area (SHPPOS and SHPS).** Professional services of a physician, emergency room treatment, and inpatient hospital services covered at eighty (80) percent of the first two thousand dollars (\$2,000) and one-hundred (100) percent thereafter of the charges incurred per insurance year. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.
5. **Ambulance.** SHPPOS and SHPS. Eighty (80) percent coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)
- e. **Lifetime maximum.** SHPPOS and SHPS. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) for services under 6A2a, 6A2c and 6A2d combined. The lifetime maximum for services under 6A2b is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under 6A2b is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan maximum.
3. **Coordination with Workers' Compensation.** When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to M.S. 176.191, Subdivision 3.
4. **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
 - a. **Develop programs.** The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.
 - b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.

- c. **Employee participation.** The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.
- d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

B. Employee and Family Dental Coverage.

1. **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.
2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:
 - a. **Copayments.** Effective January 5, 2000, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

- b. **Deductible**. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums**. State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum**. Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand eight hundred dollar (\$2,800) lifetime maximum benefit.

C. Employee Life Coverage.

- 1. **Basic Life and Accidental Death and Dismemberment Coverage**. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

<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
\$50,001 - \$55,000	\$55,000	\$55,000
\$55,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$65,000	\$65,000	\$65,000
\$65,001 - \$70,000	\$70,000	\$70,000
\$70,001 - \$75,000	\$75,000	\$75,000
Over \$75,000	\$80,000	\$80,000

- 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. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.
- Additional Death Benefit.** Employees who retire on or after July 1, 1985, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 7. Optional Coverages.

A. Life Coverage.

- Employee.** An employee may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary or \$200,000, whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.
- Spouse.** An employee may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
- Children/Grandchildren.** An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.

4. **Accelerated Life.** The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.
6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the employee's retirement or spouse age sixty-five (65), whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

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

B. **Disability Coverage.**

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Coverage applied for within sixty (60) days of hire or becoming insurance eligible does not require evidence of insurability.

2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from two hundred dollars (\$200) to five thousand dollars (\$5,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.
- C. **Accidental Death and Dismemberment Coverage.** An employee may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. An employee may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for his/her spouse, but not in excess of the amount carried by the employee.
- D. **Continuation of Optional Coverages During Unpaid Leave or Layoff.** An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

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

The limitations set forth above do not apply to leaves that qualify under the Family Medical Leave Act (FMLA).

ARTICLE 19 - EXPENSE ALLOWANCES

Section 1. General. The Agency 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 Agency 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 Agency shall reimburse the employee at the then current Federal IRS mileage reimbursement rate. When a State-owned vehicle is offered and declined by the employee, the Agency or designee shall authorize that mileage be paid at the rate of seven (7) cents per mile less than the IRS mileage rate. However, if a State-owned vehicle is available, the Agency 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 fifty (50) cents per mile. 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 fifteen (15) cents per mile.

The Agency 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-five (45) cents per mile.

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 Agency to carry automobile insurance coverage beyond that required by law.

When an employee does not report to the permanent work location during the day or makes business calls before or after reporting to the permanent work location, the allowable mileage is: (1) the lesser of the mileage from the employee's residence to the first stop or from their permanent work location to the first stop, (2) all mileage between points visited on state business during the day, and (3) the lesser of the mileage from the last stop to the employee's residence or from the last stop to their permanent work location.

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 Agency, 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 Agency 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 Agency 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	\$ 7.00
Lunch	\$ 9.00
Dinner	\$15.00

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

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

The metropolitan areas are:

Atlanta	Los Angeles
Baltimore	Miami
Boston	New Orleans
Chicago	New York City
Cleveland	Philadelphia
Dallas	Portland, Oregon
Denver	St. Louis
Detroit	San Diego
Hartford	San Francisco
Houston	Seattle
Kansas City	Washington D.C.

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 personal telephone call charges shall be reimbursed. Documentation is not required; however, an Agency may, at its discretion, request documentation of charges to be reimbursed. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three dollars (\$3.00).

Section 7. Special Expenses. When prior approval has been granted by an Agency, 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 Agency shall reimburse employees in the bargaining unit for membership dues paid to professional organizations related to the employee's job up to a maximum of \$155 each fiscal year. At the discretion of the Agency up to \$225 may be reimbursed 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 Agency, on the form prescribed by the Agency, an employee shall be reimbursed for expenses incurred by the employee within the payroll period following the payroll period from the time expense reports are submitted to the Agency. Where practical, the Agency may be billed directly.

The Agency 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 Agency 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 Agency 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 to a position at a higher salary range offered by an Agency, the move shall be considered to be at the initiative and in the best interests of the Employer and the Agency 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 Agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another Agency of all or a major portion of the operations of their Agency 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 5 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 Agency 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 Agency.

Section 2. Covered Expenses. Employees must have received prior authorization from their Agency 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 Agency, 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 Agency for a maximum of two (2) trips not to exceed a total of seven (7) calendar days.
- B. **Realtor's Fees.** Realtor's fees for the sale of the employee's domicile, in an amount up to \$10,000, shall be reimbursed by the Agency. Additional realtor's fees of up to seven (7) percent of the sale price of the employee's domicile may be paid at the discretion of the Agency.
- 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 Agency 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, Agencies 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 \$4,000. 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, loan origination fees, 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), tax liability incurred on reimbursements exceeding the IRS limits or other direct costs associated with rental or purchase of another residence.

This listing is meant to be exemplary only and not intended to be all inclusive. 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 Agency 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 Agencies shall be responsible for any loss or damage to any of the employee's household goods or personal effects as a result of such a transfer.

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

Section 3. Appointing Authority Home Purchase Plans. When circumstances warrant and when the Appointing Authority and the Commissioner of the Department of Employee Relations agree that it is in the best interest of the State, an Appointing Authority may purchase for resale the current residence of a relocating employee, or enter into a contract with a private company, the Minnesota Department of Transportation, or the Minnesota Department of Administration to provide the assured sale of the residence. The Appointing Authority shall bear all financial responsibility arising out of its respective employee relocation transactions including the costs incurred for contract service.

ARTICLE 21 - SALARY SAVINGS LEAVE

The Agency may allow an employee to take an unpaid leave of absence if the Agency 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 (other than personal leave) 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.

ARTICLE 22 - NON-DISCRIMINATION

Section 1. Consistent Application. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as defined by statute or executive order. 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 23 - ADA/WORKERS' COMPENSATION

The Council and the Employer agree that they have a joint obligation to provide reasonable accommodation to individuals qualified under the Americans with Disabilities Act and to place employees returning from workers' compensation injuries. Both parties recognize their responsibility for confidentiality.

If the Agency determines that a contract waiver is necessary, it shall contact the Council with the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Agency proposes to modify that article. The Council retains the right to grieve any contract waiver made without mutual agreement.

ARTICLE 24 - WORK RULES

The Agency may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Agency shall discuss the changes in new or amended work rules with the Council, explaining the needs therefor, and shall allow the Council reasonable opportunity to express its views prior to placing them in effect.

ARTICLE 25 - 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 1997-99 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 80th, or subsequent session of the Minnesota Legislature or the Joint Subcommittee 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 26 - 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.

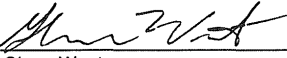
ARTICLE 27 - DURATION

This Agreement shall be effective as of the and shall remain in full force and effect through the 30th day of June, 2001. 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.

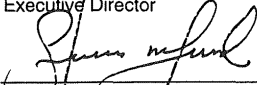
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands as the full and complete Agreement between the parties for the duration specified this 31st day of September, 2000.

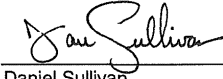
FOR THE COUNCIL



Glenn West
Executive Director

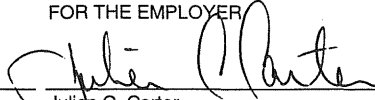


Steve Lund
1998-1999 President

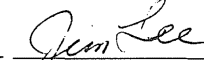


Daniel Sullivan
1999-2000 President

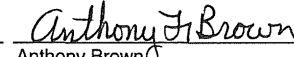
FOR THE EMPLOYER



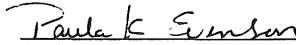
Julien C. Carter
Commissioner of Employee Relations



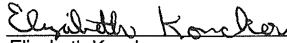
James Lee
State Negotiator
Labor Relations



Anthony Brown
Labor Relations Representative, Principal



Paula Evenson
Labor Relations Representative



Elizabeth Koncker
Compensation Program Analyst

APPENDIX A - SALARY RANGE ASSIGNMENTS

1J	Graduate Engineer 1 Trainee - Graduate Engineer
4I	Graduate Engineer 2 Land Surveyor in Training
5K	Engineering Specialist Radio Engineer 1
7K	Engineering Specialist, Senior
9J	Senior Engineer Senior Land Surveyor Radio Engineer 2
11K	Principal Engineer Principal Land Surveyor
12K	Administrative Engineer (Professional)

APPENDIX B
Compensation Grid 12
Unit 212 MGEC Engineers
Ranges 01 - 16
Effective 07/01/1999 - 06/30/2000

Comp Code	A	B	C	D	E	F	G	H	I	J	K	
Step	01	02	03	04	05	06	07	08	09	10	11	
RANGE												RANGE
01	YR 32,448 MO 2,704 HR 15.54	33,700 2,808 16.14	34,870 2,906 16.70	36,206 3,017 17.34	37,563 3,130 17.99	39,087 3,257 18.72	40,507 3,376 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73		01
02	YR 33,700 MO 2,808 HR 16.14	34,870 2,906 16.70	36,206 3,017 17.34	37,563 3,130 17.99	39,087 3,257 18.72	40,507 3,376 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	02
03	YR 34,870 MO 2,906 HR 16.70	36,206 3,017 17.34	37,563 3,130 17.99	39,087 3,257 18.72	40,507 3,376 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	03
04	YR 36,206 MO 3,017 HR 17.34	37,563 3,130 17.99	39,087 3,257 18.72	40,507 3,376 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41			04
05	YR 37,563 MO 3,130 HR 17.99	39,087 3,257 18.72	40,507 3,376 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,552 25.22	54,622 4,880 26.16	05
06	YR 39,087 MO 3,257 HR 18.72	40,507 3,376 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	06
07	YR 40,507 MO 3,376 HR 19.40	42,094 3,508 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	07
08	YR 42,094 MO 3,508 HR 20.16	43,702 3,642 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	08
09	YR 43,702 MO 3,642 HR 20.93	45,372 3,781 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30		09
10	YR 45,372 MO 3,781 HR 21.73	47,064 3,922 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	10
11	YR 47,064 MO 3,922 HR 22.54	48,880 4,073 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	68,382 5,918 32.75	11
12	YR 48,880 MO 4,073 HR 23.41	50,676 4,223 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	68,382 5,918 32.75	71,013 6,382 34.01	12
13	YR 50,676 MO 4,223 HR 24.27	52,659 4,388 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	68,382 5,918 32.75	71,013 6,382 34.01	73,644 6,137 35.27	13
14	YR 52,659 MO 4,388 HR 25.22	54,622 4,552 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	68,382 5,699 32.75	71,013 5,918 34.01	73,644 6,137 35.27	76,463 6,372 36.62	14
15	YR 54,622 MO 4,552 HR 26.16	56,710 4,726 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	68,382 5,699 32.75	71,013 5,918 34.01	73,644 6,137 35.27	76,463 6,372 36.62	79,386 6,615 38.02	15
16	YR 56,710 MO 4,726 HR 27.16	58,965 4,914 28.24	61,178 5,098 29.30	63,517 5,293 30.42	65,897 5,491 31.56	68,382 5,699 32.75	71,013 5,918 34.01	73,644 6,137 35.27	76,463 6,372 36.62	79,386 6,615 38.02	82,392 6,866 39.46	16
Step	01	02	03	04	05	06	07	08	09	10	11	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	
YR	- Yearly Salary Rate											
MO	- Monthly Salary Rate											
HR	- Hourly Salary Rate											

**Unit 212 MGEC Engineers
Classes and Salaries as of July 1, 1999**

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000995	Engineer Administrative	12	212	12K	23.41	34.01	4,073	5,918	48,880	71,013
000997	Engineer Principal	12	212	11K	22.54	32.75	3,922	5,699	47,064	68,382
000994	Engineer Senior	12	212	09J	20.93	29.30	3,642	5,098	43,702	61,178
000285	Engineer 1 Graduate	12	212	01J	15.54	21.73	2,704	3,781	32,448	45,372
000919	Engineer 2 Graduate	12	212	04I	17.34	23.41	3,017	4,073	36,206	48,880
000556	Engineering Specialist	12	212	05K	17.99	26.16	3,130	4,552	37,563	54,622
002606	Engineering Specialist Senior	12	212	07K	19.40	28.24	3,376	4,914	40,507	58,965
001401	Land Surveyor In Training	12	212	04I	17.34	23.41	3,017	4,073	36,206	48,880
001933	Land Surveyor Principal	12	212	11K	22.54	32.75	3,922	5,699	47,064	68,382
001402	Land Surveyor Senior	12	212	09J	20.93	29.30	3,642	5,098	43,702	61,178
000584	Radio Engineer 1	12	212	05K	17.99	26.16	3,130	4,552	37,563	54,622
000585	Radio Engineer 2	12	212	09J	20.93	29.30	3,642	5,098	43,702	61,178
008584	Trainee-Graduate Engineer	12-B	212	01J	15.54	21.73	2,704	3,781	32,448	45,372

APPENDIX C
Compensation Grid 12
Unit 212 MGEC Engineers
Ranges 01 - 16
Effective 07/01/2000 - 06/30/2001

Comp Code	A	B	C	D	E	F	G	H	I	J	K
Step	01	02	03	04	05	06	07	08	09	10	11
RANGE											
01	YR 33,429	34,703	35,914	37,292	38,691	40,257	41,718	43,347	45,017	46,729	
	MO 2,786	2,892	2,993	3,108	3,224	3,355	3,477	3,612	3,751	3,894	01
	HR 16.01	16.62	17.20	17.86	18.53	19.28	19.98	20.76	21.56	22.38	
02	YR 34,703	35,914	37,292	38,691	40,257	41,718	43,347	45,017	46,729	48,483	50,342
	MO 2,892	2,993	3,108	3,224	3,355	3,477	3,612	3,751	3,894	4,040	4,195
	HR 16.62	17.20	17.86	18.53	19.28	19.98	20.76	21.56	22.38	23.22	24.11
03	YR 35,914	37,292	38,691	40,257	41,718	43,347	45,017	46,729	48,483	50,342	52,200
	MO 2,993	3,108	3,224	3,355	3,477	3,612	3,751	3,894	4,040	4,195	4,350
	HR 17.20	17.86	18.53	19.28	19.98	20.76	21.56	22.38	23.22	24.11	25.00
04	YR 37,292	38,691	40,257	41,718	43,347	45,017	46,729	48,483	50,342		
	MO 3,108	3,224	3,355	3,477	3,612	3,751	3,894	4,040	4,195		
	HR 17.86	18.53	19.28	19.98	20.76	21.56	22.38	23.22	24.11		
05	YR 38,691	40,257	41,718	43,347	45,017	46,729	48,483	50,342	52,200	54,246	56,251
	MO 3,224	3,355	3,477	3,612	3,751	3,894	4,040	4,195	4,350	4,521	4,688
	HR 18.53	19.28	19.98	20.76	21.56	22.38	23.22	24.11	25.00	25.98	26.94
06	YR 40,257	41,718	43,347	45,017	46,729	48,483	50,342	52,200	54,246	56,251	58,401
	MO 3,355	3,477	3,612	3,751	3,894	4,040	4,195	4,350	4,521	4,688	4,867
	HR 19.28	19.98	20.76	21.56	22.38	23.22	24.11	25.00	25.98	26.94	27.97
07	YR 41,718	43,347	45,017	46,729	48,483	50,342	52,200	54,246	56,251	58,401	60,740
	MO 3,477	3,612	3,751	3,894	4,040	4,195	4,350	4,521	4,688	4,867	5,062
	HR 19.98	20.76	21.56	22.38	23.22	24.11	25.00	25.98	26.94	27.97	29.09
08	YR 43,347	45,017	46,729	48,483	50,342	52,200	54,246	56,251	58,401	60,740	63,016
	MO 3,612	3,751	3,894	4,040	4,195	4,350	4,521	4,688	4,867	5,062	5,251
	HR 20.76	21.56	22.38	23.22	24.11	25.00	25.98	26.94	27.97	29.09	30.18
09	YR 45,017	46,729	48,483	50,342	52,200	54,246	56,251	58,401	60,740	63,016	
	MO 3,751	3,894	4,040	4,195	4,350	4,521	4,688	4,867	5,062	5,251	
	HR 21.56	22.38	23.22	24.11	25.00	25.98	26.94	27.97	29.09	30.18	
10	YR 46,729	48,483	50,342	52,200	54,246	56,251	58,401	60,740	63,016	65,417	67,881
	MO 3,894	4,040	4,195	4,350	4,521	4,688	4,867	5,062	5,251	5,451	5,657
	HR 22.38	23.22	24.11	25.00	25.98	26.94	27.97	29.09	30.18	31.33	32.51
11	YR 48,483	50,342	52,200	54,246	56,251	58,401	60,740	63,016	65,417	67,881	70,428
	MO 4,040	4,195	4,350	4,521	4,688	4,867	5,062	5,251	5,451	5,657	5,869
	HR 23.22	24.11	25.00	25.98	26.94	27.97	29.09	30.18	31.33	32.51	33.73
12	YR 50,342	52,200	54,246	56,251	58,401	60,740	63,016	65,417	67,881	70,428	73,143
	MO 4,195	4,350	4,521	4,688	4,867	5,062	5,251	5,451	5,657	5,869	6,095
	HR 24.11	25.00	25.98	26.94	27.97	29.09	30.18	31.33	32.51	33.73	35.03
13	YR 52,200	54,246	56,251	58,401	60,740	63,016	65,417	67,881	70,428	73,143	75,857
	MO 4,350	4,521	4,688	4,867	5,062	5,251	5,451	5,657	5,869	6,095	6,321
	HR 25.00	25.98	26.94	27.97	29.09	30.18	31.33	32.51	33.73	35.03	36.33
14	YR 54,246	56,251	58,401	60,740	63,016	65,417	67,881	70,428	73,143	75,857	78,759
	MO 4,521	4,688	4,867	5,062	5,251	5,451	5,657	5,869	6,095	6,321	6,563
	HR 25.98	26.94	27.97	29.09	30.18	31.33	32.51	33.73	35.03	36.33	37.72
15	YR 56,251	58,401	60,740	63,016	65,417	67,881	70,428	73,143	75,857	78,759	81,766
	MO 4,688	4,867	5,062	5,251	5,451	5,657	5,869	6,095	6,321	6,563	6,814
	HR 26.94	27.97	29.09	30.18	31.33	32.51	33.73	35.03	36.33	37.72	39.16
16	YR 58,401	60,740	63,016	65,417	67,881	70,428	73,143	75,857	78,759	81,766	84,856
	MO 4,867	5,062	5,251	5,451	5,657	5,869	6,095	6,321	6,563	6,814	7,071
	HR 27.97	29.09	30.18	31.33	32.51	33.73	35.03	36.33	37.72	39.16	40.64
Step	01	02	03	04	05	06	07	08	09	10	11
Comp Code	A	B	C	D	E	F	G	H	I	J	K

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

**Unit 212 MGEC Engineers
Classes and Salaries as of July 1, 2000**

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000995	Engineer Administrative	12	212	12K	24.11	35.03	4,195	6,095	50,342	73,143
000997	Engineer Principal	12	212	11K	23.22	33.73	4,040	5,869	48,483	70,428
000994	Engineer Senior	12	212	09J	21.56	30.18	3,751	5,251	45,017	63,016
000285	Engineer 1 Graduate	12	212	01J	16.01	22.38	2,786	3,894	33,429	46,729
000919	Engineer 2 Graduate	12	212	04I	17.86	24.11	3,108	4,195	37,292	50,342
000556	Engineering Specialist	12	212	05K	18.53	26.94	3,224	4,688	38,691	56,251
002606	Engineering Specialist Senior	12	212	07K	19.98	29.09	3,477	5,062	41,718	60,740
001401	Land Surveyor In Training	12	212	04I	17.86	24.11	3,108	4,195	37,292	50,342
001933	Land Surveyor Principal	12	212	11K	23.22	33.73	4,040	5,869	48,483	70,428
001402	Land Surveyor Senior	12	212	09J	21.56	30.18	3,751	5,251	45,017	63,016
000584	Radio Engineer 1	12	212	05K	18.53	26.94	3,224	4,688	38,691	56,251
000585	Radio Engineer 2	12	212	09J	21.56	30.18	3,751	5,251	45,017	63,016
008584	Trainee-Graduate Engineer	12-B	212	01J	16.01	22.38	2,786	3,894	33,429	46,729

APPENDIX D - LOW-COST HEALTH PLAN BY COUNTY -- 2000 INSURANCE YEAR

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

APPENDIX E - STATUTORY CITATIONS

Following are citations for laws designated by the legislature which impact state employees. These statutes are subject to change or repeal and not grievable or arbitrable under Article 10 of this contract.

43A.18	Vacation Donation
3.088	Leave of Absence to Serve as a Legislator or For Election to a Full Time City or County Office
15.62	Athletic Leave of Absence
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative
192.26, 192.261	Military Service
43A.185	Disaster Volunteer Leave.

APPENDIX F - STATEWIDE POLICY ON FMLA

The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

7/99

STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

"HEALTH CARE PROVIDER" 825.118

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- b) Others capable of providing health care services including only:
 - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

- Nurse practitioners and nurse-midwives who are authorized to practice under State law.
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- Clinical Social Worker.
- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.113

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.113

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"PARENT" 825.113

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.113

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"SERIOUS HEALTH CONDITION" 825.114

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. **Continuing treatment** by a health care provider that involves:
 1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**
 2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (a) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**

- (b) **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or
- C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or
- D. **Chronic serious health condition.** Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

Chronic serious health condition is defined as one which:

- (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and
 - (b) Continues over an extended period of time; and
 - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or
- E. **Permanent or long term condition** for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or
 - F. **Multiple treatments** by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Specific Exclusions. Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition:

- A. Mental illness resulting from stress or allergies; and
- B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.

"SON" OR "DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

"SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least one year; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's seriously ill spouse, son or daughter, or parent.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.
2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.
3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.
4. The Appointing Authority may require a fitness for duty report upon the employees return.

D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.
2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:
 - i. The employee has been out of work and the employer **does not learn of the reason for the leave** until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or
 - ii. The employer has **provisionally** designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation and/or compensatory time in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid leave time counts toward the twelve (12) weeks of FMLA qualifying leave.**

III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

IV. General Provisions

- A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
2. The records must disclose the following:
 - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
 - (b) Dates FMLA qualifying leave is taken.
 - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.
 - (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
 - (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
 - (f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
 - (g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.
 - (h) Premium payments for employee benefits.

B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.
2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.
3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Medical certification requirements.
4. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.
5. Requirements concerning payment of health insurance premiums.

6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.
7. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.
8. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

D. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal

- a.) Contact your Human Resources office, or;
- b.) Contact your Labor Union/Association.

2. External

- a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.

(1.) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.

(2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

(3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

- b.) File a private lawsuit pursuant to section 107 of the FMLA.

FREQUENTLY ASKED QUESTIONS

1. Which employees are eligible for an FMLA qualifying leave?

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time—this does include overtime worked).

2. *Are only permanent employees eligible for FMLA qualifying leave?*

No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

4. *How much time may an employee take as FMLA qualifying leave?*

Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

Exceptions:

If a husband and wife both work for the State, refer to Question No. 6.

If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 7.

5. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?*

Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

- a) For the birth of a son or daughter and to care for the newborn child;
- b) For placement of a child with the employee for adoption or foster care;
- c) To care for the employee's parent (not parent-in-law) who has a serious health condition.

7. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 5 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

8. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

FMLA qualifying leave taken for the employee's own serious health condition, or for the serious health condition of the employee's spouse, son, daughter, or parent, may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority.

9. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

10. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs.

However, the employee must attempt to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

11. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

Where the schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used to calculate the employee's normal workweek.

12. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?"
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.

13. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

14. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

15. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

16. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

17. *Can employees choose whether or not they want to use FMLA qualifying leave?*

No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted towards FMLA qualifying leave.

18. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from a health care provider.

19. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

20. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

21. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

22. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

23. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

Yes, an employer may recover its share of premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work (for at least thirty (30) calendar days) after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

24. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave—whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage—even though the employee did not pay their share of the premium during the FMLA qualifying leave.

25. *What can employees do who believe that their rights under FMLA have been violated?*

The employee has the choice of:

- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
- b) Filing a private lawsuit pursuant to section 107 of FMLA.

26. *How are employees protected who request leave or otherwise assert FMLA rights?*

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

27. *Do State laws providing family and medical leave still apply?*

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

28. *If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted in accordance with Article 8, Section 2B?*

No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.

29. *Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?*

No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated in accordance with Appendix C and D.

30. *Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?*

Only if they are in a paid status on the normal work day before and after the holiday, in accordance with Article 7, Section 6. Any holiday pay earned will be paid in accordance with Article 7, Section 7.

APPENDIX G - GLOSSARY

The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

Actively at Work - Employees are “actively at work” if they are on active payroll status and not using paid or unpaid leave.

A.D.A. - Americans with Disabilities Act, a Federal law intended to prohibit the specific forms of discrimination that people with disabilities face.

Administrative Procedures - The procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, Subd. 4.

Advisory Testing - A process used to determine an employee's qualifications in some transfer, demotion and/or layoff situations. An employee may be authorized to advisory test for transfer and demotion even though the exam is not currently open for application.

Agency - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

Agency Seniority - See Article 13, Section 1B.

Appointing Authority - A person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in, or to make appointments to positions in the civil service.

Arbitration - If a grievance has not been satisfactorily resolved after the third step and the Council chooses to arbitrate, an impartial person is selected from a list of people approved by the Council and the Department of Employee Relations to hear the grievance and render an impartial decision which is binding on the parties.

Bargaining Unit Layoff List - An eligible list which allows employees to be recalled to their former class in seniority units other than the one from which they were laid off. See Article 13, Section 8.

Bargaining Units - Pursuant to M.S. 179A.10, Subd. 2, groupings of employees determined by the Legislature in 1980 and subsequently clarified by the Bureau of Mediation Services as new job classes are created by DOER, based on the type of work performed. See Article 1.

Change in Allocation - Reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a person. An occupied position changed in allocation is considered a vacancy. See Article 11, Sections 1E and 4.

Claiming - An option for filling vacancies, following laterals and recall from the seniority unit layoff list, which allows employees on notice of layoff to request to transfer or demote to another seniority unit. See Article 11, Section 3C and Article 13, Section 6.

Classification Seniority - See Article 13, Section 1C.

Classification Specifications (Class Specs) - Department of Employee Relations' description of a job classification including typical responsibilities and the knowledge, skills and abilities required.

Classified Service - All positions now existing or hereafter created in the civil service and not specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation. See also "Unclassified Service."

Competitive Open Eligible List - List of candidates who passed the exam for a class where the exam was open for application to both state employees and the public. Usually maintained for one year.

Competitive Promotional Eligible List - List of candidates who passed the exam for a class where the exam was open for application to current state employees only. Promotional exams may be open to all state employees or only employees of a particular agency. All state employees, except emergency and intern appointees, are eligible for promotional exams. Lists are usually maintained for two years.

Confidential Employee - A state employee whose work involves access to information subject to use in collective bargaining or participation in collective bargaining. These employees are not represented.

Copayment - The amount or percentage that an insured person pays for a certain service or product once any deductible, if applicable, has been paid.

Delegated Authority - The responsibility and accountability given to an agency by the Department of Employee Relations to perform certain classification, examination and appointment functions. This authority varies from agency to agency.

Demotion - The downward movement of an employee to a class which has a maximum salary that is two or more salary steps below the maximum of the current class.

Disabled Person - As defined by the ADA, a person who: 1) has a physical or mental impairment that substantially limits a major life activity, 2) has a record of such an impairment, or 3) is regarded as having such an impairment.

D.O.E.R. - Department of Employee Relations; the Employer of all Executive Branch State employees.

E.A.P. - Employee Assistance Program. A service available to all state employees, which provides assistance and referral for a variety of situations including emotional, financial, family, and chemical dependency problems.

Eligible List - A list of candidates who have passed a job-related exam (competitive open and competitive promotional lists) or are otherwise qualified (reemployment and layoff lists) for a specific job class pursuant to the provisions of M.S. 43A.

Emergency Employee - An employee who is appointed for no more than 45 aggregate work days in any 12 month period for any single Appointing Authority.

Employer - Department of Employee Relations, which is considered the Employer of all Executive Branch State employees.

Employment Condition - Any limitation on continuous employment caused by the number of hours of work assigned to an employee and his/her appointment status. Hours of work may be full-time, part-time or intermittent; appointment status may be unlimited, temporary, emergency or seasonal.

Equal Class - A class which is a transfer from the employee's current class. See "Transfer."

First Report of Injury - Related to Workers' Compensation, a form used for reporting injuries that happen to employees during the course of performing their job duties.

F.L.S.A. (Fair Labor Standards Act) - Federal law which governs hours of work and overtime provisions for all workers.

F.M.L.A. (Family Medical Leave Act) - Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements. Also see Appendix F - Statewide Policy on FMLA.

Formulary Drugs - List of prescribed drugs covered by each health plan.

Full-time Employee - An employee who is normally scheduled to work 80 hours in a biweekly payroll period.

Garrity Warning - A warning given to an employee by an employer during an employment investigation that requires the employee to either provide information or be disciplined or discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

Generic Drug - The chemical name of a drug as opposed to the brand name of the drug. For instance, Benadryl is the brand name of the generic drug diphenhydramine.

Grievance - See Article 15, Section 1.

Hay Evaluation System - A system used by the Department of Employee Relations to evaluate the relative know-how, problem-solving, and accountability of job classes. Information from Hay evaluations is used to compare job classes for purposes of compensation setting and pay equity.

H.M.O. - Health Maintenance Organization. A prepaid group medical plan that provides a comprehensive, predetermined medical care benefit package.

Incumbent - Employee currently occupying (appointed to) a position.

Intermittent Employee - An employee who works an irregular and uncertain schedule which alternately begins, ceases and begins again as the needs of the agency require.

Job Audit - Process by which a position is reviewed by the Department of Employee Relations or an Appointing Authority to determine the correct classification.

Just Cause - A standard upon which discipline is based. 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.

Layoff List - An eligible list of employees laid off, demoted in lieu of layoff or reallocated down from a job class. See "Bargaining Unit Layoff List" and "Seniority Unit Layoff List."

Lower Class - A class which is a demotion from the employee's current class. See "Demotion."

Mobility Assignment - Per Administrative Procedure 1.1, voluntary, limited assignments of classified permanent employees to alternative duties within another state agency, governmental jurisdiction, or private employer. Duration cannot normally exceed two years.

M.S. - Minnesota Statutes.

O.S.H.A. - Occupational Safety and Health Act, a federal law which governs safety and health issues in the workplace.

Part-time Employee - An employee who is normally scheduled to work fewer than 80 hours in a biweekly payroll period.

P.E.L.R.A. - Public Employee Labor Relations Act (Minnesota Statute 179A) which governs the relationships between public employers and their employees. Provisions include granting public employees the right to organize, requiring public employers to meet and negotiate with public employees and establishing the responsibilities, procedures and limitations of public employment relationships.

Position Description - A document which defines an individual job's duties and responsibilities and the knowledge, skills, and abilities required to perform them.

Promotion - The upward movement of an employee to a class which has a salary range maximum that is two or more salary steps higher than the maximum of the current class or which requires an increase of two or more steps to pay the employee at the minimum of the new range.

Provisional Appointment - An appointment authorized when there is an urgent reason for filling a vacancy and no person on an incomplete certification is suitable or available for appointment. Appointment may not normally exceed 12 months. Person must pass the appropriate qualifying exam and/or be qualified in all respects except for completion of a licensure or certification requirement.

Qualified - See Article 13, Section 1H.

Reallocation - See Article 11, Sections 1D, 5 and 6.

Recall - The reappointment of an employee from a layoff list. See Article 13, Section 9.

Reclassification - Change in the allocation of a position to a higher, lower or equal class. See Article 11, Section 1C.

Reemployment List - An eligible list by class of current or former permanent and probationary classified employees laid off, demoted in lieu of layoff or separated in good standing from the class, and whose written applications for consideration for reemployment in the class have been approved by DOER. Employees must apply for reemployment within 4 years of separation from the class.

Reinstatement - The appointment of a former permanent or probationary classified state employee, who worked in the same class as the vacancy, within four years of separation from the class.

Seasonal Employee - An employee appointed for no more than 10 months during any 12 consecutive months but who is expected to return to work year after year.

Seniority Unit - Defines the area from which an employee is laid off. See Article 13, Section 1F.

Seniority Unit Layoff List - An eligible list which allows employees to be recalled to the same class and seniority unit from which they were laid off. See Article 13, Section 8.

State Seniority - See Article 13, Section 1A.

Temporary Employee - An employee appointed under M.S. 43A.15, subd. 3, with a definite end date. The term of employment may not exceed a total of 12 months in any 24 month period in a single agency.


Tennesen Warning - An explanation required under M.S. 13.04 of the Data Practices Act when someone is asked to supply private or confidential data to a state agency. The warning must identify: (a) the purpose and intended use of the data; (b) whether the individual may refuse or is legally required to supply the requested data; (c) any consequence arising from supplying/refusing to supply the data; and (d) the identity of persons authorized by law to receive the data.

Transfer - The lateral movement of an employee to a position in: 1) the same class in a different agency, or 2) a different class assigned to the same salary range, or 3) a different class with a salary range maximum less than 2 steps higher than the maximum of the current class and where the employee's current salary is less than 2 steps below the minimum of the new class. Reassignment of an employee does not constitute a transfer.

Unclassified Service - All positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees accrue state, but not class, seniority; do not serve a probationary period; are not subject to the bidding or layoff provisions of the contract; can be terminated at will; and are not subject to the just cause test.

Unlimited Employee - An employee whose appointment has no definite end date or specified maximum duration.

Vacancy - See Article 11, Section 1 for definition and exceptions.



Minnesota
Department of
Employee
Relations

State of Minnesota: Employer of Choice

Memo

DATE: July 1, 1989
TO: Hiring Managers and Supervisors
FROM: John Kuderka
Assistant State Negotiator
PHONE: 297-4305
RE: 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 Agencies 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.

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

JK:tmg



Minnesota
Department of
Employee
Relations

State of Minnesota: Employer of Choice

November 10, 1993

Ms. Claudia Dieter
Executive Director
MN Government Engineers Council
525 Park Street, Suite 208
St. Paul, Minnesota 55103

RE: Graduate Engineer/Senior Engineer

Dear Ms. Dieter:

During negotiations, we have discussed the restructuring of a position to warrant a Senior Engineer classification once the incumbent of a Graduate Engineer position has achieved registration as a Professional Engineer with the Minnesota State Board of Registration. The following provides clarification on this subject.

Normally, a Graduate Engineer 2 would become a Senior Engineer upon achieving registration as a Professional Engineer. There are three ways this may occur:

- A Graduate Engineer 2 receives his/her registration and meets the criteria as outlined in an approved Jr./Sr. plan.
- When a Graduate Engineer 2 is reallocated to a Senior Engineer. This occurs when the Graduate Engineer 2 assumes the responsibilities and authority of a Senior Engineer and obtains registration. Thus, obtaining registration demonstrates that the incumbent is able to fully function as a Senior Engineer.
- A Graduate Engineer 2 is appointed from an appropriate Senior Engineer eligible list to a vacant Senior position. Some of the Senior Engineer exams are open on a continuous basis. For example, the Senior Engineer (Civil) is open on a promotional continuous examination basis.


At the Department of Transportation, movement to the Senior Engineer primarily occurs through reallocation. Agencies such as the DNR and Health have Jr./Sr. plans. In either case, the net effect is that once registration is achieved, movement to a Senior Engineer will occur. Normally, the only time movement does not occur is when the nature of the position does not allow for the assignment of Senior Engineer responsibilities. By far the most frequent avenues to the Senior Engineer are through the first two ways listed above.

November 10, 1993
Page 2

Movement from the Land Surveyor to the Senior Land Surveyor occurs through the promotional competitive process or through reallocation.

Sincerely,

John Kuderka
Assistant State Negotiator



Minnesota
Department of
Employee
Relations

State of Minnesota: Employer of Choice

November 2, 1995

Sandi Blaeser
Minnesota Government Engineers Council
525 Park Street
St. Paul, MN 55103


Dear Sandi:

During negotiations for the 1995-1997 contract, discussions were held regarding employees expression of interest for posted vacancies.

As a result of these discussions, it is agreed that Agencies shall not be arbitrary, capricious or discriminatory and must have legitimate business reasons to reject all employees who express an interest in a posted vacant position pursuant to Article 11, Section 2 of the contract.

Sincerely,

Mary Skarda
Labor Relations Representative, Principal



Minnesota
Department of
Employee
Relations

State of Minnesota: Employer of Choice

August 7, 1997

Mr. Glenn West
Executive Director
MN Government Engineers Council
525 Park Street, Suite 303
St. Paul, Minnesota 55103

Dear Mr. West:

During the 1997-1999 negotiations between the State and MGEC, the State agreed to provide a letter explaining our understanding of employees' rights to access and contest information in personnel and supervisor files under the statutes. This letter is not grievable or arbitrable and is subject to future changes under the law. Under the provisions of the Minnesota Data Practices Act, an employee has the right to access personnel data and to authorize release of such data to representatives, provided that the data is specific to the individual making the request and provided that the data have not been designated as confidential or protected non-public. In State agencies, personnel data on employees is maintained by Human Resource offices and management/supervisory staff. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee upon request and in accordance with agency procedures. Questions pertaining to the contents of these files should be brought to the attention of the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of this data. To exercise this right the employee is required to notify the responsible authority in writing describing the nature of the disagreement. Within 30 days the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. This determination may then be appealed pursuant to the Administrative Procedure Act relating to contested cases. Further details are set forth in Minn. Stat., Section 13.04, subd. 4, and Minn. Rules, Chapter 1205 and are subject to future changes in the law or rule. Employees do not have any unilateral right to decide what materials should be placed in their personnel file - only to contest whether the data placed there by the responsible authority is complete and accurate.

Sincerely,

Mary T. Skarda
Labor Relations/Compensation Division

Minnesota
Department of
Employee
Relations

State of Minnesota: Employer of Choice

September 17, 1999

Glenn West, Executive Director
Minnesota Government Engineers Council
475 Etna Street, Suite 21
St. Paul, MN 55106-5845

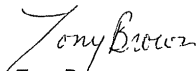
RE: Account for Converting Severance Pay into Insurance Premium Payments

Dear Glenn:

During the 1999-2001 round of bargaining between the State of Minnesota and the Minnesota Government Engineers Council, the Council advanced a proposal which would allow for the creation of an account to which employees who retire could defer their severance pay and draw from the account to pay their insurance premiums.

Because of the issues surrounding such an account, the State has agreed to research the feasibility of creating an account to use severance pay for insurance premiums. The State will inform MGEC of its findings and will agree to meet and confer with MGEC about such an account if the account is found to be feasible.

Sincerely,



Tony Brown
Labor Relations Representative
Labor Relations/Compensation Division
(651) 296-8408

TB:

Notes

Notes

MGEC

**MINNESOTA GOVERNMENT ENGINEERS COUNCIL
475 ETNA STREET, SUITE 21
ST. PAUL, MN 55106-5845**

VOICE	651-774-0996
FAX	651-774-9576
TOLL FREE	800-837-6845
WEB PAGE	WWW.MGEC.ORG