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

**JULY 1, 2001**

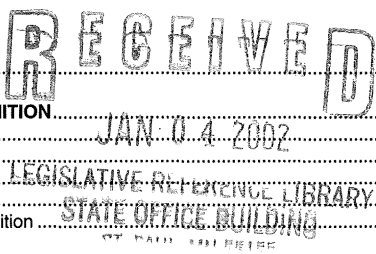
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**PREAMBLE**

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This Agreement, made and entered into this 11<sup>th</sup> day of December, 2001 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**

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**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**

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**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**

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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**

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**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**

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**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**

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### **Section 1. Exempt Employees.**

- A. **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.
- B. **Normal Payroll Period.** The normal payroll period shall consist of eighty (80) hours of work within a two (2) week payroll period.
- C. **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.

- D. **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 be liquidated in cash at the employee's current rate of pay 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.

- E. **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 2. Non-exempt Employees.** Employees declared to be non-exempt by the Employer or the United States Department of Labor shall be governed by this section.

- A. **Normal Work Period.** The normal work period shall be forty (40) hours of work during a seven (7) consecutive day work week. Hours worked in excess of forty (40) hours in the work week are overtime hours. Overtime worked shall be subject to approval by the Appointing Authority in advance of being worked. No vacation time, floating holidays, sick leave, compensatory time off, or leaves of absence shall be considered hours worked. Employees may adjust hours with the approval of the immediate supervisor, provided the change does not result in the payment of overtime.
- B. **Scheduling.** The Appointing Authority shall provide no less than seven (7) calendar days notice to the Council and the affected employee(s) prior to making a permanent change in the days of work, hours of work, or the length of the work day of full-time employees. However, employees being returned to work as part of a workers' compensation placement are not entitled to this notice.
- C. **Flextime Plans.** The Appointing Authority and the Council may mutually agree to a flextime plan. Flextime plans in existence prior to the effective date of this Agreement may be continued. If the Appointing Authority determines to discontinue flextime plans, the Appointing Authority shall, upon request, discuss such change with the Council prior to implementation. Within sixty (60) days of the ratification of the 2001 - 2003 Agreement, each Agency shall provide a copy of its policy or process regarding flextime scheduling to the Council.
- D. **Liquidation.** All overtime hours shall be compensated at the rate of time and one-half (as either cash or compensatory time accrued in a compensatory bank). Overtime worked may be liquidated at the rate of time and one-half in either cash or compensatory time at the option of the Agency after consulting with the employee. Overtime hours which are liquidated in cash shall be liquidated in the same or immediately following payroll period in which they were earned.
- E. **Compensatory Bank.** 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. If the hours in the compensatory bank have not been reduced to zero by the last day of the first full pay period in March, the hours shall be paid in cash at the employee's current rate of pay.

An employee who is permanently laid off or who accepts a position with another Appointing Authority or a position not represented by the Council shall have unused compensatory time paid in cash at the employee's current rate of pay. An employee who has accrued compensatory time shall, upon termination of employment, be paid for the unused compensatory time at either the average regular rate of pay received by the employee during the last three (3) years of employment or the final rate of pay received by the employee, whichever is greater.

- F. **Use of Compensatory Time.** Employees requesting compensatory time off with fourteen (14) or more calendar days notice to the Appointing Authority shall be permitted to use such time if it does not unduly disrupt the operations of the Appointing Authority or require payment of additional salary costs. Requests for use of compensatory time off with less than fourteen (14) calendar days notice to the Appointing Authority or for weekend shifts may be granted at the discretion of the Appointing Authority. The Appointing Authority may schedule an employee to use time in the compensatory bank by written notice to the employee at least seven (7) calendar days prior to the specified scheduled time off. Every reasonable effort shall be made by the Agency to schedule use of compensatory time off at a time agreeable to the employee insofar as adequate scheduling of the work unit permits.

**Section 3. 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 work 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 4. 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.

**Section 5. Review of Employees' FLSA Status.** Within sixty (60) days of the effective date of the 2001 - 2003 Agreement, each Agency shall develop a process for employees to request an explanation and review of their exempt or non-exempt status. Agencies shall communicate the process to employees and provide a copy to the Council. Decisions about an employee's FLSA status are not grievable or arbitrable.

## **ARTICLE 7 - HOLIDAYS**

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**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:

Wednesday, July 4, 2001 - Independence Day  
Monday, September 3, 2001 - Labor Day  
Monday, November 12, 2001 - Veteran's Day  
Thursday, November 22, 2001 - Thanksgiving Day  
Friday, November 23, 2001 - Day after Thanksgiving  
Tuesday, December 25, 2001 - Christmas Day  
Tuesday, January 1, 2001 - New Year's Day  
Monday, January 21, 2002 - Martin Luther King, Jr. Day  
Monday, February 18, 2002 - President's Day  
Monday, May 27, 2002 - Memorial Day  
Thursday, July 4, 2002 - Independence Day  
Monday, September 2, 2002 - Labor Day

Monday, November 11, 2002 - Veteran's Day  
 Thursday, November 28, 2002 - Thanksgiving Day  
 Friday, November 29, 2002 - Day after Thanksgiving  
 Wednesday, December 25, 2002 - Christmas Day  
 Wednesday, January 1, 2003 - New Year's Day  
 Monday, January 20, 2003 - Martin Luther King, Jr. Day  
 Monday, February 17, 2003 - President's Day  
 Monday, May 26, 2003 - 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**

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**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. However, employees who are reinstated or reappointed within four (4) years of separation from State service may use accrued vacation in the first six (6) months of service in a vacation eligible status if they previously completed six (6) months of continuous 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. 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**

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**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.
5. Where the employee's attendance is necessary, a reasonable period of sick leave shall be granted to accompany the employee's spouse or minor or dependent children living in the same household as the employee to dental and medical appointments.
6. Where the employee's attendance is necessary and with fourteen (14) days advance notice, up to twenty-four (24) hours of sick leave per calendar year shall be granted to accompany the employee's parents to dental and medical appointments.

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. 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.

**Section 7. Coordination with Workers' Compensation.** An employee injured on the job shall be paid for the remainder of the employee's normal work day without deduction from sick leave. Any necessary sick leave charges shall not commence until the first scheduled work day following the injury. An employee who uses sick leave while awaiting a determination on a workers' compensation claim shall retain the workers' compensation payment. The Appointing Authority shall collect the payroll overpayment by processing prior pay period adjustments. The Appointing Authority shall restore to the employee's sick leave balance the number of hours equal to the amount of the workers' compensation check divided by the employee's hourly rate.

## **ARTICLE 10 - LEAVES OF ABSENCE**

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**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.

Also refer to Appendix D for leaves authorized in statute.

### **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.
- I. **Blood Donation Leave**. Leave shall be granted to employees to donate blood at an onsite and Agency endorsed program.

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**

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### **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**

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**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

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**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 appointments 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 be granted up to one hundred and 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 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**

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**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. Equivalent reduction of vacation hours\*
  5. Demotion
  6. Discharge

\*The Appointing Authority may, in lieu of an unpaid suspension, subtract vacation hours from the employee's accumulated vacation balance in an amount equal to an unpaid suspension not exceeding four (4) days.

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.

Oral reprimands and letters of expectation 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**

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**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**

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**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**

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**Section 1. Salary Ranges.** The salary ranges for classes covered by this Agreement shall be those contained in Appendix B, B-1 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, 2001, all salary ranges and rates shall be increased by three (3.0) percent, rounded to the nearest cent.

Effective July 1, 2001, 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, 2001 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, 2001, 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, 2002, all salary ranges and rates shall be increased by three and two tenths (3.2) percent, rounded to the nearest cent.

Effective July 1, 2002, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix D, except as set forth below.

Employees whose June 30, 2002 salary exceeds the maximum rate established for their class shall receive a salary increase of three and two tenths (3.2).

**Section 4. Maximum Steps for Salary Ranges 9J and 11K.** Effective January 2, 2002, the maximum steps of salary ranges 9J and 11K shall be increased by one and one-half (1.5) percent as shown in Appendix B-1. Employees at the maximum rates on January 1, 2002 shall receive an increase to place their salaries at the new maximum step. Employees whose salaries exceeded the January 1, 2002 maximum rates, but now fall below the new rates shall receive an increase to place their salaries at the January 2, 2002 new maximum steps.

**Section 5. 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, provided their performance is satisfactory, up to and including the maximum salary rate for their class.

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for employees in this schedule who have not met, or only marginally attained, performance standards or objectives. In such cases, the employee shall be notified in writing of the reason(s) for not recommending the increases. Increases withheld may subsequently be granted upon certification by the 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 6. 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 7. 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 8. 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 9. Work Out of Class.** When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a lower or equal class, or at a rate within a higher range which is equal to the minimum rate for the higher class or four percent higher than the employee's current salary, whichever is greater.

**Section 10. 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 11. 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 12. 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 13. Dependent Care Expense Account.** The Employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

**Section 14. State Contribution to Deferred Compensation Plan Contributions.** 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.

Effective July 1, 2002, the Employer will implement a process for employees to convert hours from their compensatory time banks to their deferred compensation accounts. The Employer will designate at least two (2) payroll periods per fiscal year during which employees may convert hours. An employee may choose to convert some or all of his/her compensatory time bank on those dates so long as the total hours converted in a fiscal year do not exceed forty (40).

**Section 15. Post-Retirement Health Care Savings Plans.** If, during the life of this Agreement, the Minnesota State Retirement System makes a post-retirement health care savings plan available for state employees, the Employer agrees to meet and negotiate on employee participation including, but not limited to, the conversion of severance pay to the savings plan.

## **ARTICLE 18 - INSURANCE**

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**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 (SPD) called "Your Employee Benefits". Such SPD shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a SPD 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, or temporary, or 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 handicapped 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 to continue coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee's prior Employer.

"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;
- f. divorce; or
- g. a covered employee's entitlement to or enrollment in Medicare.

**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 an extended eligibility period of six (6) months from the date of layoff. Rehire to a non-certified or temporary position will not extend this period.
  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 3C4, or while eligible for workers' compensation payments as described in Section 3C5.

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 2, 2002. The Employer Contribution amounts and rules in effect on June 30, 2001 will continue through January 1, 2002.

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

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to one hundred (100) percent of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to ninety (90) percent of the dependent premium of the Advantage.

**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. If employees do not choose a health plan administrator and a primary care clinic within this sixty (60) day timeframe, they will be enrolled in a Benefit Level One clinic that meets established access standards in the health plan with the largest number of Benefit Level One clinics in the county of the employee's residence at the beginning of the insurance year. If employees do not choose a dental plan within this sixty (60) day timeframe, they will be enrolled in the State Dental Plan.

An employee may change his/her health or dental plan if the employee changes to a new permanent work or residence location, and the employee's current plan is no longer available. If the employee has family coverage and if the new residence location is outside the current plan's service area, the employee shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status. 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 or retiree may also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

**B. When Coverage May be Changed or Cancelled.**

1. **Changes Due to a Life Event.** After the initial enrollment period and outside of any open enrollment period, an employee may elect to change health or dental coverage (including adding or canceling coverage) and any applicable employee contributions in the following situations (as long as allowed under the applicable provisions, regulations, and rules of the federal and state law in effect at the beginning of the plan year).

The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section 5A above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (An employee and a retired employee may 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 limit.) These life events (for both employees and retirees) are:

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
- c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, or other similar circumstances.

- e. A change in the place of residence of the employee, retiree or their spouse, or dependent.
  - f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
  - g. A change in coverage of a spouse or dependent under another Employer's plan.
  - h. Entitlement to Medicare or Medicaid.
  - i. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
  3. **Canceling Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.
  4. **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 fourteen (14) calendar days in the first year of the Agreement, and thirty (30) calendar days in the second year of the Agreement. Open enrollment changes become effective on January 2, 2002 in the first year of this Agreement, and on January 1, 2003 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 eligible to continue insurance as a retiree 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. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering three (3) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.



2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2001 through January 1, 2002, health coverage under the SEGIP will continue at the level in effect on June 30, 2001. Effective January 2, 2002, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.
- a. **Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
- 1) **Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the employee.
  - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefit Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
  - 3) **Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

4) **Advantage Benefit Chart for Services Incurred During Plan Year 2002.**

<u>2002 Benefit Provision</u>	<u>Benefit Level 1</u>	<u>Benefit Level 2</u>	<u>Benefit Level 3</u>
Office visit copay (copay waived for preventive services)	\$5	\$10	\$20
Emergency room copay	\$50	\$50	\$50
Facility copays			
• Per inpatient admission	\$0	\$200	\$400
• Per outpatient surgery	\$0	\$75	\$150
Deductible for services <u>NOT</u> subject to copays (S/F)	\$100 single \$200 family	\$150 single \$300 family	\$300 single \$600 family
Coinsurance for services <u>NOT</u> subject to copays	0% (100% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)
Coinsurance for durable medical equipment	80%	80%	80%
Copay for Formulary/non-formulary prescription drug plan	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$300 single \$600 family	\$300 single \$600 family	\$300 single \$600 family
Maximum non-drug out-of-pocket limit (S/F)	\$500 single \$1000 family	\$500 single \$1000 family	\$500 single \$1000 family

5) **Advantage Benefit Chart for Services Incurred During Plan Year 2003.**

<u>2003 Benefit Provision</u>	<u>Benefit Level 1</u>	<u>Benefit Level 2</u>	<u>Benefit Level 3</u>
Office visit copay (copay waived for preventive services)	\$5	\$10	\$20
Emergency room copay	\$50	\$50	\$50
Facility copays <ul style="list-style-type: none"> <li>• Per inpatient admission</li> <li>• Per outpatient surgery</li> </ul>	\$0 \$0	\$200 \$75	\$400 \$150
Deductible for services <u>NOT</u> subject to copays (S/F)	\$100 single \$200 family	\$150 single \$300 family	\$300 single \$600 family
Coinsurance for services <u>NOT</u> subject to copays	0% (100% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)
Coinsurance for durable medical equipment	80%	80%	80%
Copay for Formulary/non-formulary prescription drug plan	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary	\$12 formulary \$25 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$300 single \$600 family	\$300 single \$600 family	\$300 single \$600 family
Maximum non-drug out-of-pocket limit (S/F)	\$800 single \$1600 family	\$800 single \$1600 family	\$800 single \$1600 family

- b. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- c. **Services not requiring authorization by a primary care physician within the primary care clinic.**
- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
  - 2) **Outpatient emergency and urgicenter services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgicenter copay is the same as the primary care clinic office visit copay.

3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. 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.

4) **Ambulance.** The deductible and coinsurance for services not subject to copays applies.

d. **Prescription drugs.**

1) **Copayments and annual out-of-pocket maximums.**

For each year of the contract:

**Formulary copayment:** Twelve dollar (\$12) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.

**Non-formulary copayment:** Twenty-five dollar (\$25) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.

**Out-of-pocket maximum:** There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of three hundred dollar (\$300) per person or six hundred (\$600) per family.

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

3) **Brand Name Drugs.** 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.

4) **Special Coverage for "Grandfathered Diabetic Group".** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP 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.

e. **Special Service networks.** The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.

1) Mental health services – inpatient or outpatient.

2) Chemical dependency services – inpatient and outpatient.

- 3) Chiropractic services.
- 4) Transplant coverage.
- 5) Cardiac services.
- 6) Home infusion therapy.
- 7) Hospice.

f. **Out-of-area (and State) services provided by the plan administrator's national preferred provider organization.** Except as outlined in paragraph "g" below, coverage under this paragraph is only available to individuals whose permanent residence is outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage. Eligible individuals who use the plan administrator's national preferred provider organization will be covered at Benefit Level One benefits. All terms and conditions outlined in the Summary of Benefits apply.

g. **Covered children living with former spouses out of area.** Covered children living with former spouses outside the service area of the employee's plan administrator will be covered at Benefit Level One benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization.

h. **Out-of-area (and State) services through out-of-network providers.** Coverage under this paragraph is available only to individuals whose permanent residence is outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage. All terms and conditions outlined in the Summary of Benefits apply.

- 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
- 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

i. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum.

- 1) **Plan Year 2002.** Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of five hundred dollars (\$500) per person, or one thousand dollars (\$1000) per family.
- 2) **Plan Year 2003.** Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of eight hundred dollars (\$800) per person, or one thousand six hundred dollars (\$1,600) per family.

3. **Benefit Level One Health Care Network Determination.** Issues regarding the health care networks for the 2003 insurance year shall be negotiated in accordance with the following procedures:

- a. At least twelve (12) weeks prior to the open enrollment period for the 2003 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 Benefit Level One health care networks.

- 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 a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2002 insurance year was established, Benefit Level One access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level One access.

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 (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) 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. **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.
  5. **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 21. 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 2, 2002, 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

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



## **Section 7. Optional Coverages.**

### **A. Life Coverage.**

1. **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.
2. **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.
3. **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **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 three hundred dollars (\$300) 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 long-term disability coverage after such a period of leave or layoff during which 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

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**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**

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### **Section 1. Authorization.**

- A. **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.

- B. **Required Reimbursement.** The Agency shall reimburse relocation expenses, consistent with Section 2, to eligible employees who:
1. are required by an Agency to change residence as a condition of employment.
  2. accept a promotion.
  3. must accept a layoff option beyond thirty-five (35) miles because no vacancy or bumping option is available within thirty-five (35) miles.
- C. **Partial Reimbursement Required.** The Agency shall reimburse relocation expenses, except realtor's fees, to eligible employees who have a layoff option within thirty-five (35) miles of their work location but choose to accept a vacancy or bump to a position beyond thirty-five (35) miles to either maintain or take the least reduction in the hourly rate of pay.

The Agency shall reimburse moving expenses and miscellaneous expenses, as provided in Section 2(C) and (D), to eligible employees who demote during the probationary period but after the trial period. Such employees are not eligible for reimbursement under Section 2(A) and (B).

- D. **Discretionary Reimbursement.** The Agency may, at its sole discretion, reimburse relocation expenses to eligible employees who request a voluntary transfer, demotion or reassignment including laterals under Article 11, Section 3A. The Agency may limit the type and/or amount of reimbursement but may not exceed the provisions of Section 2 of this Article.

**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**

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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**

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**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**

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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**

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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**

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**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 2001-03 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 82nd, 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**

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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**

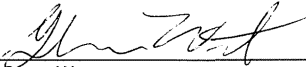
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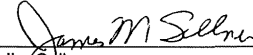
This Agreement shall be effective as of the and shall remain in full force and effect through the 30th day of June, 2003. It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than January 1 of odd numbered years that it 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.

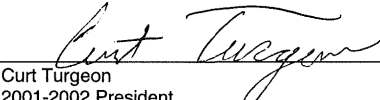
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands as the full and complete Agreement between the parties for the duration specified this 11<sup>th</sup> day of December, 2001.

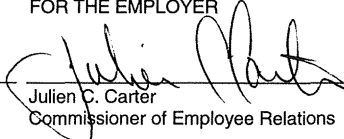
FOR THE COUNCIL

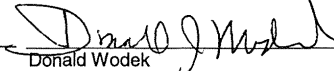
  
Glenn West  
Executive Director

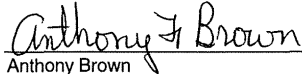
  
Jim Sellner  
2000-2001 President


  
Curt Turgeon  
2001-2002 President

FOR THE EMPLOYER

  
Julien C. Carter  
Commissioner of Employee Relations

  
Donald Wodek  
State Negotiator  
Labor Relations

  
Anthony Brown  
Labor Relations Representative, Principal

  
Sandi Blaaser  
Labor Relations Representative, Principal

  
Jill Pettis  
Compensation Manager

**APPENDIX A - SALARY RANGE ASSIGNMENTS**

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Salary Range	Class Title	FLSA Designation*	
1J	Graduate Engineer 1	Exempt	
	Trainee - Graduate Engineer	Exempt	
4I	Graduate Engineer 2	Exempt	
	Land Surveyor in Training	Exempt	
5K	Engineering Specialist	Mixed	
	Radio Engineer 1	Non-exempt	
7K	Engineering Specialist, Senior	Mixed	
9J	Senior Engineer	Exempt	
	Senior Land Surveyor	Exempt	
	Radio Engineer 2	Non-exempt	
11K	Principal Engineer	Exempt	
	Principal Land Surveyor	Exempt	
12K	Administrative Engineer (Professional)	Exempt	Effective 7/1/01 - 1/1/02
14K**	Administrative Engineer (Professional)	Exempt	Effective 1/2/02

\*FLSA designations are as of July, 2001, and are subject to change. Refer to the Glossary for additional information.

\*\*Salary range reassignment for Administrative Engineer, effective January 2, 2002.

**APPENDIX B  
Compensation Grid 12  
Unit 212 MGEC Engineers  
Ranges 01 - 16  
Effective 7/1/2001 - 1/1/2002**

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	34,431	35,747	36,999	38,419	39,860	41,468	42,971	44,641	46,374	48,128		01
	MO	2,869	2,979	3,083	3,202	3,322	3,456	3,581	3,720	3,865	4,011		
	HR	16.49	17.12	17.72	18.40	19.09	19.86	20.58	21.38	22.21	23.05		
02	YR	35,747	36,999	38,419	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845	02
	MO	2,979	3,083	3,202	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320	
	HR	17.12	17.72	18.40	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83	
03	YR	36,999	38,419	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845	53,766	03
	MO	3,083	3,202	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320	4,481	
	HR	17.72	18.40	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83	25.75	
04	YR	38,419	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845			04
	MO	3,202	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320			
	HR	18.40	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83			
05	YR	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	05
	MO	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	
	HR	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83	25.75	26.76	27.75	
06	YR	41,468	42,971	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	06
	MO	3,456	3,581	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	
	HR	19.86	20.58	21.38	22.21	23.05	23.92	24.83	25.75	26.76	27.75	28.81	
07	YR	42,971	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	07
	MO	3,581	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	
	HR	20.58	21.38	22.21	23.05	23.92	24.83	25.75	26.76	27.75	28.81	29.96	
08	YR	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916	08
	MO	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410	
	HR	21.38	22.21	23.05	23.92	24.83	25.75	26.76	27.75	28.81	29.96	31.09	
09	YR	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916		09
	MO	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410		
	HR	22.21	23.05	23.92	24.83	25.75	26.76	27.75	28.81	29.96	31.09		
10	YR	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	10
	MO	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	
	HR	23.05	23.92	24.83	25.75	26.76	27.75	28.81	29.96	31.09	32.27	33.49	
11	YR	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	11
	MO	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	
	HR	23.92	24.83	25.75	26.76	27.75	28.81	29.96	31.09	32.27	33.49	34.74	
12	YR	51,845	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	12
	MO	4,320	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	
	HR	24.83	25.75	26.76	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	
13	YR	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	13
	MO	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	
	HR	25.75	26.76	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	
14	YR	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	81,119	14
	MO	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	6,760	
	HR	26.76	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	38.85	
15	YR	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	81,119	84,209	15
	MO	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	6,760	7,017	
	HR	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	38.85	40.33	
16	YR	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	81,119	84,209	87,404	16
	MO	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	6,760	7,017	7,284	
	HR	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	38.85	40.33	41.86	
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, 2001

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000285	Engineer 1 Graduate	12	212	01J	16.49	23.05	2,869	4,011	34,431	48,128
000919	Engineer 2 Graduate	12	212	04I	18.40	24.83	3,202	4,320	38,419	51,845
000995	Engineer Administrative	12	212	12K	24.83	36.08	4,320	6,278	51,845	75,335
000997	Engineer Princ	12	212	11K	23.92	34.74	4,162	6,045	49,945	72,537
000994	Engineer Senior	12	212	09J	22.21	31.09	3,865	5,410	46,374	64,916
000556	Engineering Specialist	12	212	05K	19.09	27.75	3,322	4,829	39,860	57,942
002606	Engineering Specialist Senior	12	212	07K	20.58	29.96	3,581	5,213	42,971	62,556
001401	Land Surveyor In Training	12	212	04I	18.40	24.83	3,202	4,320	38,419	51,845
001933	Land Surveyor Principal	12	212	11K	23.92	34.74	4,162	6,045	49,945	72,537
001402	Land Surveyor Senior	12	212	09J	22.21	31.09	3,865	5,410	46,374	64,916
000584	Radio Engineer 1	12	212	05K	19.09	27.75	3,322	4,829	39,860	57,942
000585	Radio Engineer 2	12	212	09J	22.21	31.09	3,865	5,410	46,374	64,916

**APPENDIX B-1  
Compensation Grid 12  
Unit 212 MGEC Engineers  
Ranges 01 - 16  
Effective 1/2/2002 - 6/30/2002**

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	34,431	35,747	36,999	38,419	39,860	41,468	42,971	44,641	46,374	48,128		01
	MO	2,869	2,979	3,083	3,202	3,322	3,456	3,581	3,720	3,865	4,011		
	HR	16.49	17.12	17.72	18.40	19.09	19.86	20.58	21.38	22.21	23.05		
02	YR	35,747	36,999	38,419	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845	02
	MO	2,979	3,083	3,202	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320	
	HR	17.12	17.72	18.40	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83	
03	YR	36,999	38,419	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845	53,766	03
	MO	3,083	3,202	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320	4,481	
	HR	17.72	18.40	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83	25.75	
04	YR	38,419	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845			04
	MO	3,202	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320			
	HR	18.40	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83			
05	YR	39,860	41,468	42,971	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	05
	MO	3,322	3,456	3,581	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	
	HR	19.09	19.86	20.58	21.38	22.21	23.05	23.92	24.83	25.75	26.75	27.75	
06	YR	41,468	42,971	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	06
	MO	3,456	3,581	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	
	HR	19.86	20.58	21.38	22.21	23.05	23.92	24.83	25.75	26.75	27.75	28.81	
07	YR	42,971	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	07
	MO	3,581	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	
	HR	20.58	21.38	22.21	23.05	23.92	24.83	25.75	26.75	27.75	28.81	29.96	
08	YR	44,641	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916	08
	MO	3,720	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410	
	HR	21.38	22.21	23.05	23.92	24.83	25.75	26.75	27.75	28.81	29.96	31.09	
09	YR	46,374	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	65,897		09
	MO	3,865	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,491		
	HR	22.21	23.05	23.92	24.83	25.75	26.75	27.75	28.81	29.96	31.56		
10	YR	48,128	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	10
	MO	4,011	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	
	HR	23.05	23.92	24.83	25.75	26.75	27.75	28.81	29.96	31.09	32.27	33.49	
11	YR	49,945	51,845	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	73,623	11
	MO	4,162	4,320	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,135	
	HR	23.92	24.83	25.75	26.75	27.75	28.81	29.96	31.09	32.27	33.49	35.26	
12	YR	51,845	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	12
	MO	4,320	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	
	HR	24.83	25.75	26.75	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	
13	YR	53,766	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	13
	MO	4,481	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	
	HR	25.75	26.75	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	
14	YR	55,875	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	81,119	14
	MO	4,656	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	6,760	
	HR	26.75	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	38.85	
15	YR	57,942	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	81,119	84,209	15
	MO	4,829	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	6,760	7,017	
	HR	27.75	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	38.85	40.33	
16	YR	60,155	62,556	64,916	67,380	69,927	72,537	75,335	78,133	81,119	84,209	87,044	16
	MO	5,013	5,213	5,410	5,615	5,827	6,045	6,278	6,511	6,760	7,017	7,284	
	HR	28.81	29.96	31.09	32.27	33.49	34.74	36.08	37.42	38.85	40.33	41.86	

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 January 2, 2002**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM MONTHLY</b>	<b>MAXIMUM MONTHLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
000285	Engineer 1 Graduate	12	212	01J	16.49	23.05	2,869	4,011	34,431	48,128
000919	Engineer 2 Graduate	12	212	04I	18.40	24.83	3,202	4,320	38,419	51,845
000995	Engineer Administrative	12	212	14K	26.76	38.85	4,656	6,760	55,875	81,119
000997	Engineer Princ	12	212	11K	23.92	35.26	4,162	6,135	49,945	73,623
000994	Engineer Senior	12	212	09J	22.21	31.56	3,865	5,491	46,374	65,897
000556	Engineering Specialist	12	212	05K	19.09	27.75	3,322	4,829	39,860	57,942
002606	Engineering Specialist Senior	12	212	07K	20.58	29.96	3,581	5,213	42,971	62,556
001401	Land Surveyor In Training	12	212	04I	18.40	24.83	3,202	4,320	38,419	51,845
001933	Land Surveyor Principal	12	212	11K	23.92	35.26	4,162	6,135	49,945	73,623
001402	Land Surveyor Senior	12	212	09J	22.21	31.56	3,865	5,491	46,374	65,897
000584	Radio Engineer 1	12	212	05K	19.09	27.75	3,322	4,829	39,860	57,942
000585	Radio Engineer 2	12	212	09J	22.21	31.56	3,865	5,491	46,374	65,897

**APPENDIX C  
Compensation Grid 12  
Unit 212 MGECE Engineers  
Ranges 01 - 16  
Effective 7/1/2002 - 6/30/2003**

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	35,538	36,895	38,190	39,651	41,134	42,804	44,349	46,061	47,857	49,674		01
	MO	2,961	3,075	3,182	3,304	3,428	3,567	3,696	3,838	3,988	4,139		
	HR	17.02	17.67	18.29	18.99	19.70	20.50	21.24	22.06	22.92	23.79		
02	YR	36,895	38,190	39,651	41,134	42,804	44,349	46,061	47,857	49,674	51,553	53,495	02
	MO	3,075	3,182	3,304	3,428	3,567	3,696	3,838	3,988	4,139	4,296	4,458	
	HR	17.67	18.29	18.99	19.70	20.50	21.24	22.06	22.92	23.79	24.69	25.62	
03	YR	38,190	39,651	41,134	42,804	44,349	46,061	47,857	49,674	51,553	53,495	55,478	03
	MO	3,182	3,304	3,428	3,567	3,696	3,838	3,988	4,139	4,296	4,458	4,623	
	HR	18.29	18.99	19.70	20.50	21.24	22.06	22.92	23.79	24.69	25.62	26.57	
04	YR	39,651	41,134	42,804	44,349	46,061	47,857	49,674	51,553	53,495			04
	MO	3,304	3,428	3,567	3,696	3,838	3,988	4,139	4,296	4,458			
	HR	18.99	19.70	20.50	21.24	22.06	22.92	23.79	24.69	25.62			
05	YR	41,134	42,804	44,349	46,061	47,857	49,674	51,553	53,495	55,478	57,671	59,800	05
	MO	3,428	3,567	3,696	3,838	3,988	4,139	4,296	4,458	4,623	4,806	4,983	
	HR	19.70	20.50	21.24	22.06	22.92	23.79	24.69	25.62	26.57	27.62	28.64	
06	YR	42,804	44,349	46,061	47,857	49,674	51,553	53,495	55,478	57,671	59,800	62,076	06
	MO	3,567	3,696	3,838	3,988	4,139	4,296	4,458	4,623	4,806	4,983	5,173	
	HR	20.50	21.24	22.06	22.92	23.79	24.69	25.62	26.57	27.62	28.64	29.73	
07	YR	44,349	46,061	47,857	49,674	51,553	53,495	55,478	57,671	59,800	62,076	64,561	07
	MO	3,696	3,838	3,988	4,139	4,296	4,458	4,623	4,806	4,983	5,173	5,380	
	HR	21.24	22.06	22.92	23.79	24.69	25.62	26.57	27.62	28.64	29.73	30.92	
08	YR	46,061	47,857	49,674	51,553	53,495	55,478	57,671	59,800	62,076	64,561	66,983	08
	MO	3,838	3,988	4,139	4,296	4,458	4,623	4,806	4,983	5,173	5,380	5,582	
	HR	22.06	22.92	23.79	24.69	25.62	26.57	27.62	28.64	29.73	30.92	32.08	
09	YR	47,857	49,674	51,553	53,495	55,478	57,671	59,800	62,076	64,561	68,006		09
	MO	3,988	4,139	4,296	4,458	4,623	4,806	4,983	5,173	5,380	5,667		
	HR	22.92	23.79	24.69	25.62	26.57	27.62	28.64	29.73	30.92	32.57		
10	YR	49,674	51,553	53,495	55,478	57,671	59,800	62,076	64,561	66,983	69,530	72,161	10
	MO	4,139	4,296	4,458	4,623	4,806	4,983	5,173	5,380	5,582	5,794	6,013	
	HR	23.79	24.69	25.62	26.57	27.62	28.64	29.73	30.92	32.08	33.30	34.56	
11	YR	51,553	53,495	55,478	57,671	59,800	62,076	64,561	66,983	69,530	72,161	75,982	11
	MO	4,296	4,458	4,623	4,806	4,983	5,173	5,380	5,582	5,794	6,013	6,332	
	HR	24.69	25.62	26.57	27.62	28.64	29.73	30.92	32.08	33.30	34.56	36.39	
12	YR	53,495	55,478	57,671	59,800	62,076	64,561	66,983	69,530	72,161	74,855	77,736	12
	MO	4,458	4,623	4,806	4,983	5,173	5,380	5,582	5,794	6,013	6,238	6,478	
	HR	25.62	26.57	27.62	28.64	29.73	30.92	32.08	33.30	34.56	35.85	37.23	
13	YR	55,478	57,671	59,800	62,076	64,561	66,983	69,530	72,161	74,855	77,736	80,639	13
	MO	4,623	4,806	4,983	5,173	5,380	5,582	5,794	6,013	6,238	6,478	6,720	
	HR	26.57	27.62	28.64	29.73	30.92	32.08	33.30	34.56	35.85	37.23	38.62	
14	YR	57,671	59,800	62,076	64,561	66,983	69,530	72,161	74,855	77,736	80,639	83,708	14
	MO	4,806	4,983	5,173	5,380	5,582	5,794	6,013	6,238	6,478	6,720	6,976	
	HR	27.62	28.64	29.73	30.92	32.08	33.30	34.56	35.85	37.23	38.62	40.09	
15	YR	59,800	62,076	64,561	66,983	69,530	72,161	74,855	77,736	80,639	83,708	86,903	15
	MO	4,983	5,173	5,380	5,582	5,794	6,013	6,238	6,478	6,720	6,976	7,242	
	HR	28.64	29.73	30.92	32.08	33.30	34.56	35.85	37.23	38.62	40.09	41.62	
16	YR	62,076	64,561	66,983	69,530	72,161	74,855	77,736	80,639	83,708	86,903	90,202	16
	MO	5,173	5,380	5,582	5,794	6,013	6,238	6,478	6,720	6,976	7,242	7,517	
	HR	29.73	30.92	32.08	33.30	34.56	35.85	37.23	38.62	40.09	41.62	43.20	

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, 2002

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000285	Engineer 1 Graduate	12	212	01J	17.02	23.79	2,961	4,139	35,538	49,674
000919	Engineer 2 Graduate	12	212	04I	18.99	25.62	3,304	4,458	39,651	53,495
000995	Engineer Administrative	12	212	14K	27.62	40.09	4,806	6,976	57,671	83,708
000997	Engineer Princ	12	212	11K	24.69	36.39	4,296	6,332	51,553	75,982
000994	Engineer Senior	12	212	09J	22.92	32.57	3,988	5,667	47,857	68,006
000556	Engineering Specialist	12	212	05K	19.70	28.64	3,428	4,983	41,134	59,800
002606	Engineering Specialist Senior	12	212	07K	21.24	30.92	3,696	5,380	44,349	64,561
001401	Land Surveyor In Training	12	212	04I	18.99	25.62	3,304	4,458	39,651	53,495
001933	Land Surveyor Principal	12	212	11K	24.69	36.39	4,296	6,332	51,553	75,982
001402	Land Surveyor Senior	12	212	09J	22.92	32.57	3,988	5,667	47,857	68,006
000584	Radio Engineer 1	12	212	05K	19.70	28.64	3,428	4,983	41,134	59,800
000585	Radio Engineer 2	12	212	09J	22.92	32.57	3,988	5,667	47,857	68,006

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## APPENDIX D - STATUTORY CITATIONS

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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
181.9455	Organ Donor Leave

## **APPENDIX E - STATEWIDE POLICY ON FMLA**

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**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.**

10/00

### **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.** However, any absences which are paid from the employee's accrued compensatory time account shall not be counted against the employee's FMLA leave entitlement.

#### 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. Any absences which are paid from the employee's accrued compensatory time account shall not, however, be counted against the employee's FMLA leave entitlement.

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 F - GLOSSARY

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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.

**Applicant Pool** - A group of applicants who have been determined to meet the minimum qualifications for a vacant position.

**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."

**Exempt Employee** - An employee who is not subject to the minimum wage and overtime provisions of the federal FLSA. Employees may be exempt under one or a combination of the tests defined in the FLSA which include:

Executive Test - Employees who supervise at least two (2) full-time employees (or the part-time equivalent); exercise discretion such as scheduling employees, assigning work and financial planning; effectively recommend or have authority to hire, fire, promote and approve pay increases; and have supervision and management as their primary duty.

Professional Test - Employees in the teaching, artistic and learned professions. "Learned refers to professions requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study (generally, at least a four (4) year degree).

**Finalist Pool** - A group of applicants from the applicant pool who have been determined to best meet all the qualifications for a vacant position.

**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 for certain employees. The FLSA is Title 29 United States Code, Chapter 8. The law and related regulations are available on the federal Department of Labor website at [www.dol.gov](http://www.dol.gov).

**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.

**Non-exempt Employee** - An employee who is covered by minimum wage and overtime provisions of the federal FLSA. The law does not limit hours or days worked but requires that non-exempt employees receive overtime at the rate of time and one-half (1 1/2) after forty (40) hours worked in a seven (7) day work week.

**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 Employment 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 current or 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.

**Tennessee 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.

**Department  
of Employee  
Relations**

**Department of Employee Relations**

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*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

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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

**Department  
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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

**Department  
of Employee  
Relations**

**Department of Employee Relations**

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*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





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October 24, 2001

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

RE: Salary Range Reassignment for Engineer Administrative

Dear Glenn:

Effective January 2, 2002, the classification of Engineer Administrative, compensation code 12K, shall be reassigned to compensation code 14K. Employees shall convert to the new salary range with no increase in pay unless an increase is necessary to pay employees at the minimum rate of the salary range.

Employees in this classification who were at or above the maximum step of the previous salary range for at least one year as of January 1, 2001, and who are adjusted to a rate below the maximum of the new salary range, shall be eligible to receive a one step increase or an amount to place their salary at the maximum rate, whichever is less, under the provisions of Article 17, Section 5 on January 2, 2002.

Any step increases granted on January 2, 2002 as a result of the salary range reassignment shall be treated as a delayed anniversary increase and will not change an employee's anniversary date.

For example, an employee received a progression increase in August 1997 to place his/her salary at the maximum step of range 12K. On January 2, 2002, the employee receives a progression step increase to place his/her salary at 14K, step 10. This increase is treated as a delayed anniversary increase as of August 1998. The employee will next be eligible for an anniversary increase under the provisions of Article 17, Section 5, in August 2002.

Article 17, Section 5, shall not be interpreted to allow employees to receive more than one progression increase effective January 2, 2002.

Sincerely,

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

# **MGEC**

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