

000190

July 1, 1999 thru June 30, 2001

LEGISLATIVE REFERENCE LIBRARY  
JK6157 .C65

- Commissioner's plan, July 1, ... t



3 0307 00057 0591

# MEDICAL SPECIALISTS'

## *Addendum to the Commissioner's Plan*

JK6157  
.C65  
1999/  
2001  
addendum

Minnesota Department  
of Employee Relations  
200 Centennial Office Bldg.  
658 Cedar Street  
St. Paul, Minnesota 55155

RECEIVED

MAR 21 2000

Appendix M  
LEGISLATIVE REFERENCE LIBRARY  
STATE OFFICE BUILDING  
ST. PAUL, MN 55155

## Medical Specialists' Addendum to the 1999-2001 Commissioner's Plan

### Table of Contents

Chapter	Page
1 -- Coverage .....	1
2 -- Hours of Work .....	2
3 -- Holidays .....	3
4 -- Vacation Leave .....	5
5 -- Sick Leave .....	8
6 -- Other Leaves of Absence .....	10
7 -- DHS: Credentialing, Medical Staff Membership and Clinical Privileges .....	14
8 -- Probationary Period .....	16
9 -- Professional Development .....	18
10 -- Layoff, Recall, and Termination of Unclassified Appointments .....	21
11 -- Corrective Action and Discharge .....	23
12 -- Resolution of Disputes - General .....	25
13 -- DHS: Resolution of Disputes - Medical Practices .....	27
14 -- Insurance .....	29
15 -- Salary Administration .....	47
16 -- Expense Reimbursement .....	50
17 -- Relocation Expenses .....	53
18 -- Workers' Compensation; Injured-on-Duty Pay .....	56
19 -- Americans With Disabilities Act .....	58
20 -- Early Retirement Incentive .....	59
Appendix A. Glossary .....	60
Appendix B. Vacation Leave Proration Schedule .....	64
Appendix C. Sick Leave Proration Schedule .....	65
Appendix D. Holiday Proration Schedule .....	66
Appendix E. Low-Cost Health Plan by County -- 2000 Insurance Year .....	67
Appendix F. Statutory Appeal Procedure .....	68
Appendix G. High Cost Centers for Meal Reimbursement .....	70
Appendix H. Rights to Access & Contest Data .....	71

This addendum to the Commissioner's Plan, authorized by M.S. §43A.18, subdivision 2, establishes the compensation, terms, and conditions of employment for all classified and unclassified employees in positions designated as medical specialists in accord with M.S. §43A.17, Subd. 4.

This Plan provides coverage for the biennium beginning on July 1, 1999, and ending on June 30, 2001. The provisions of Chapter 14 regarding insurance coverage are effective January 5, 2000. All other provisions are effective on the date this Plan is approved by the Legislative Coordinating Commission. Provisions shall remain in effect after June 30, 2001, until a new Plan is approved by the Legislative Coordinating Commission.

Medical specialists covered by this Plan are invited to submit comments, questions and suggestions regarding the Plan at any time. Written comments should refer to specific Plan provisions and be addressed to:

Office of the Commissioner  
Department of Employee Relations  
200 Centennial Office Building  
658 Cedar Street, Saint Paul, Minnesota 55155.

**Work Day.** The work day for medical specialists shall normally follow the schedule of the work units to which they are assigned. The medical specialist role, however, necessitates a degree of adaptability as to hours and days worked which is not required on the part of other State employees. Accordingly, specific work schedules for medical specialists shall be recognized as guidelines only, subject to change as dictated by the needs of the agency. Work schedules for physicians shall be established or changed by the Appointing Authority in accord with the needs of the organization.

**Pay Period.** Medical specialist compensation is based upon the expectation that medical specialists normally work at least 80 hours in the biweekly pay period. Medical specialists shall generally be allowed flexibility in arranging their time in a manner which enables them to perform the responsibilities of their assignments.

**Overtime.** Because medical specialists have authority to plan their work and allocate the time needed for its completion, they are exempt from the provisions of the Federal Fair Labor Standards Act and are normally not eligible for overtime pay or compensatory time off with pay. If a work-related emergency situation is declared by the Commissioner of Employee Relations, the Commissioner of Employee Relations shall determine if medical specialists shall be paid for overtime. If compensation is authorized, payment shall be at straight time in either cash or compensatory time at the Appointing Authority's option. Compensatory time may be accumulated to any level, but the Appointing Authority may choose to liquidate all or a portion of accumulated compensatory time with 35 calendar days' notice to the medical specialist. Compensatory time must be used within two pay periods following the pay period in which the time was accrued unless an exception is granted by the Appointing Authority.

**On Call Pay for the Department of Human Services.** All medical specialists employed by the Department of Human Services will be expected to take call as assigned. Medical specialists who are instructed to remain in an on-call status during non-work hours during their regular work week shall be compensated at a rate of 15 minutes of straight time pay for each one hour of on-call status. Medical specialists who are instructed to remain in an on-call status during a regularly scheduled day off or a holiday shall receive full straight time pay for the first four hours of on-call status on those days and 15 minutes of straight time pay for each hour thereafter. However, medical specialists employed by Moose Lake State Operated Services and Minnesota Sexual Psychopathic Personality Treatment Center will be compensated at a rate of 10 minutes of straight time pay for each hour of on-call status, regardless of whether it occurs during the regular work week or during a scheduled day off or a holiday. Payment for on call-status shall be in cash or compensatory time at the Appointing Authority's discretion. Compensatory time must be used within two pay periods following the pay period in which the time was accrued unless an exception is granted by the Appointing Authority.

**On Call Pay for Other Agencies.** An Appointing Authority may compensate medical specialists for on-call assignments according to a plan developed by the Appointing Authority and approved by the Commissioner of Employee Relations.

**Eligibility.** All medical specialists in payroll status, except those on emergency appointments, are eligible for paid holidays. However, medical specialists on temporary classified or unclassified appointments of 6 months or less shall not be eligible for the floating holiday.

**Observed Holidays.** The following days shall be observed as paid holidays for eligible medical specialists:

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

**Holiday on a Day Off.** When any of the above holidays falls on a medical specialist's regularly scheduled day off, the medical specialist shall be paid for the holiday in cash or vacation leave, at the discretion of the Appointing Authority. To receive payment as vacation, the medical specialist must be eligible to accrue and use vacation leave under this Addendum.

**Floating Holidays.** A medical specialist, other than a temporary medical specialist, shall receive one floating holiday each fiscal year. The scheduling of such a day shall be by mutual agreement between the Appointing Authority and the medical specialist. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

**Substitute Holidays.** An Appointing Authority may designate substitute or floating holidays for the observance of Veterans Day, Presidents Day and the day after Thanksgiving.

**Holiday Pay Entitlement.** In order to receive a paid holiday, an eligible medical specialist must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). In the event a medical specialist dies on a holiday or holiday weekend, the medical specialist shall be entitled to be paid for the holiday(s). An eligible part-time medical specialist shall be paid in accord with the proration schedule in Appendix D.

1 **Religious Holidays.** When a religious holiday, not observed as a holiday listed above, falls  
2 on a medical specialist's regularly scheduled work day, the medical specialist shall be  
3 entitled to that day off to observe the religious holiday. Time to observe a religious holiday  
4 shall be taken without pay unless the medical specialist uses accumulated vacation leave or  
5 compensatory time or, by mutual consent with the Appointing Authority, is able to work an  
6 equivalent number of hours at some other time during the fiscal year to compensate for the  
7 hours lost. A medical specialist shall notify his/her supervisor of his/her intention to observe  
8 a religious holiday in advance of the holiday.  
9

10 **Work on a Holiday.** A medical specialist who works on a regularly scheduled holiday shall  
11 be paid for the holiday in cash or vacation leave, at the Appointing Authority's discretion.  
12 The medical specialist must be eligible to accrue and use vacation under this Addendum to  
13 receive payment as vacation leave.  
14

# 4

## Vacation Leave

**Eligibility.** All medical specialists who are appointed for a period in excess of 6 months and are in payroll status, are eligible for paid vacation leave as provided in this Chapter.

**Vacation Credit.** Upon initial entry to the State service in a medical specialist position, an eligible medical specialist shall be credited with 80 hours (10 days) of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated. In addition, an Appointing Authority may, at its discretion, adjust the Length of Service of such medical specialists to reflect credit for all, none or a portion of any prior private sector experience directly related to the position to which the medical specialist is being appointed or to match vacation accruals provided by the medical specialist's most recent employer. This adjustment is in addition to any Length of Service credit provided under the "Vacation Accrual" section.

Current medical specialists shall have 120 calendar days from the effective date of this Addendum to request credit for prior relevant private sector experience. The medical specialist must submit documentation of the qualifying service to the Appointing Authority for approval. At its discretion, the Appointing Authority may adjust Length of Service to reflect credit for all, none or a portion of the related private sector experience. Any change in Length of Service shall be effective the pay period in which the Appointing Authority approves the request and shall only affect future leave accrual.

**Vacation Accrual.** A full-time medical specialist shall accrue vacation leave each pay period according to the rates provided below. A medical specialist being paid for less than a full 80 hour pay period shall have his/her vacation accrual prorated according to the schedule provided by Appendix B. Medical specialists on an unpaid military leave under Chapter 6 shall earn and accrue vacation leave as though actually at work, pursuant to M.S. 192.261, Subd. 1.

### Vacation Accrual Schedule for Full-time Medical Specialists

Length of Service	Hours Per Pay Period
0 through 5 years	6 hours
After 5 through 8 years	7 hours
After 8 through 10 years	7.5 hours
After 10 through 19 years	8 hours
After 19 through 24 years	8.5 hours
After 24 years	9 hours

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

1 As used above, "Length of Service" includes all time served in vacation eligible status but  
2 does not include time on suspension or unpaid non-medical leaves which exceed one full  
3 pay period in duration. However, a medical specialist on military leave or salary savings  
4 leave shall earn credit for "Length of Service."

5  
6 "Length of Service" may also include time spent in other Minnesota State government  
7 positions or public jurisdictions as stated below:

- 8  
9 1. An eligible medical specialist who moves without a break in service to a medical  
10 specialist position from any other position in Minnesota State government, shall  
11 have his/her length of service and accumulated vacation leave transferred.  
12
- 13 2. An eligible medical specialist who is appointed to a medical specialist position  
14 within four years from the date of separation in good standing from any position in  
15 Minnesota State government shall accrue vacation leave according to the length of  
16 service the medical specialist had attained at the time of separation.  
17
- 18 3. A former Legislator who is appointed to a medical specialist position within four  
19 years of the end of his/her term in the Legislature shall receive full credit for his/her  
20 length of service in the Legislature.  
21
- 22 4. An employee who is appointed to a medical specialist position within four years of  
23 separation from another public jurisdiction may, at the Appointing Authority's  
24 discretion, transfer length of service credit for purposes of vacation accrual.  
25

26 A medical specialist who has previous public service which has not been credited to his/her  
27 length of service may be granted credit for such service. The medical specialist must submit  
28 documentation of the qualifying service to the Appointing Authority for approval. Any  
29 change in length of service credit shall only affect future leave accrual. The adjusted credit  
30 shall be effective the pay period in which the Appointing Authority approves the request.  
31

32 **Vacation Accumulation.** Vacation leave may be accumulated to any amount provided that,  
33 once during each fiscal year, the medical specialist's balance must be reduced to 275 hours  
34 or less at the end of the payroll period. Medical specialists on a military leave under Chapter  
35 6 may accumulate vacation leave to any amount provided that the balance is reduced to 275  
36 hours within two years of the medical specialist's return from the leave. For this purpose, the  
37 medical specialist's balance at the end of the payroll period is the vacation balance after the  
38 deduction of hours used that pay period and before the addition of vacation hours earned  
39 during the pay period. If this is not accomplished prior to the end of the fiscal year, the  
40 medical specialist's balance shall automatically be reduced to 275 hours.

41  
42 The Commissioner of Employee Relations may temporarily suspend the maximum number of  
43 hours which may be accumulated in emergency situations. Emergencies are defined as  
44 nonrecurring situations that could not be anticipated or planned for.

45  
46 **Vacation Usage.** Vacation leave shall not be used during the pay period in which the hours  
47 are accrued. The Appointing Authority reserves the right to deny the use of vacation leave  
48 based upon job-related organizational needs. Except in emergencies, no medical specialist  
49 shall be required to work during his/her vacation once the vacation request has been  
50 approved.



1  
2 Vacation accrued while on paid leave may be used by the medical specialist with the  
3 approval of the supervisor without returning to work prior to the usage of such accrued  
4 leave.

5  
6 Should a medical specialist become ill or disabled while on vacation, vacation leave may be  
7 changed to sick leave, effective the date of the illness or disability, upon timely notice to the  
8 medical specialist's supervisor.

9  
10 **Vacation Leave Upon Separation.** An eligible medical specialist who separates from State  
11 service or moves to a vacation-ineligible position shall be compensated in cash, at the  
12 medical specialist's current rate of pay, for all accumulated and unused vacation leave up to  
13 a maximum of 275 hours. However, the maximum cap shall not apply in situations where  
14 the payout is due to the medical specialist's death. Vacation leave may not be used alone or  
15 in combination with unpaid leave on separation from State service to extend insurance  
16 coverage. An Appointing Authority and a medical specialist facing temporary layoff may  
17 mutually agree to liquidate all, none or a portion of the medical specialist's accumulated  
18 vacation balance at the time of the temporary layoff. If there is no agreement, the balance  
19 will be liquidated.

20  
21 **Conversion of Accumulated Vacation to Deferred Compensation.** Once each fiscal year,  
22 medical specialists may elect either to convert vacation to deferred compensation or to  
23 receive the State-paid contribution provided in Chapter 15. If a medical specialist elects to  
24 convert a portion of his/her accumulated vacation, the medical specialist may convert up to  
25 1 hour of vacation for each 3 hours of vacation taken in the previous fiscal year, provided  
26 that a medical specialist may not convert more than 40 hours per fiscal year. Vacation hours  
27 donated to other employees, hours lost due to limits on vacation balances, hours paid off,  
28 and hours converted to deferred compensation do not count as hours taken for purposes of  
29 determining how many hours medical specialists may convert in the next fiscal year.  
30 Medical specialists may not convert vacation leave to a deferred compensation plan during  
31 the split pay period which begins in June and ends in July. Contributions to deferred  
32 compensation plans made through the conversion of vacation hours are subject to all of the  
33 rules and regulations of the respective plans.

**Eligibility.** All medical specialists who are appointed for a period in excess of 6 months and are in payroll status, are eligible for paid sick leave as provided in this Chapter.

**Sick Leave Credit.** Upon initial entry to the State service in a medical specialist position, an eligible medical specialist shall be credited with 80 hours (10 days) of sick leave. Such credit shall be reduced proportionately as sick leave is accumulated.

**Sick Leave Accrual and Accumulation.** A full-time medical specialist shall accrue sick leave at the rate of four hours per pay period. A medical specialist being paid for less than a full 80 hour pay period shall have his/her sick leave accrual prorated according to the schedule in Appendix C. Eligible medical specialists on an unpaid military leave under Chapter 6 shall earn and accrue sick leave as though actually at work, pursuant to M.S. 192.261, Subd. 1.

**Transfer/Restoration of Sick Leave Hours.** An eligible medical specialist who moves without a break in service to a medical specialist position from any other position in Minnesota State government, shall have his/her accumulated sick leave balance transferred. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be transferred in an amount equal to what the medical specialist would have accumulated under this Plan.

An eligible medical specialist who is appointed to a medical specialist position within four years from the date of separation in good standing from any other position in Minnesota State government shall have his/her sick leave balance restored provided that any medical specialist being appointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours which were paid as severance. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be restored in an amount equal to what the medical specialist would have accumulated under this Plan.

A medical specialist who received 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 60% of the medical specialist's first 900 hours of accumulated but unused sick leave plus 150% of the medical specialist's accumulated but unused sick leave in excess of 900 hours.

A medical specialist who receives severance pay on or after January 7, 1998, and returns to State service, shall have his/her sick leave balance restored at 60% of the medical specialist's first 900 hours of accumulated but unused sick leave plus 87.5% of the medical specialist's accumulated but unused sick leave in excess of 900 hours.

**Usage.** Whenever practicable, a medical specialist shall submit a written request for sick leave in advance of the period of absence. When advance notice is not possible, the medical specialist shall notify his/her supervisor at the earliest opportunity. A medical specialist shall be granted paid sick leave to the extent of his/her accumulation for the following:

- employee illness or disability;
- medical, chiropractic, or dental care for the medical specialist, dependent child living in the household, or minor child whether or not the child lives in the same household as the medical specialist;
- exposure to contagious disease which endangers the health of other persons;
- inability to work during the period of time that the doctor certifies that the medical specialist is unable to work because of pregnancy or child birth;
- illness or disability of a dependent child who is living in the same household as the medical specialist; or
- illness or disability of a minor child whether or not the child lives in the same household as the medical specialist.

A medical specialist shall be granted sick leave for such reasonable periods as the medical specialist's attendance may be necessary for the following:

- illness or disability of family members or other dependents of the same household;
- birth or adoption of the medical specialist's child, not to exceed five days;
- to arrange for necessary nursing care for members of the family, not to exceed five days;
- to attend the funeral of a close relative, stepchild, ward, or parent or grandparent of the spouse for a reasonable period of time, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

A medical specialist using sick leave or unpaid medical leave may be required to furnish a statement from his/her medical practitioner or a medical practitioner designated by the Appointing Authority indicating the nature and expected duration of the illness or disability. The Appointing Authority may also require a similar statement from a medical practitioner if the Appointing Authority has reason to believe the medical specialist is not able to work or has been exposed to a contagious disease which endangers the health of other persons.

Sick leave hours shall not be used during the pay period in which the hours are accrued. Sick leave accruals earned while on paid leave may be used by the medical specialist with the approval of the supervisor without returning to work prior to the usage of accrued sick leave.

**Sick Leave Charges.** A medical specialist using sick leave shall be charged for only the number of hours that the medical specialist was scheduled to work during the period of sick leave. Holidays that occur during sick leave periods will be paid as holidays and not charged as sick leave.

## 6

## *Other Leaves of Absence*

---

**Application for Leave.** A medical specialist shall submit a request for a leave of absence in writing to the immediate supervisor as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of, the leave of absence.

**Developmental Leave.** See Chapter 9, Professional Development.

**Paid Leaves of Absence.** Paid leaves of absence shall not exceed the medical specialist's normal work schedule and shall be granted as follows:

- **Court appearance leave** for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the medical specialist's state job. The medical specialist shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any medical specialist who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave or leave of absence without pay unless, by mutual consent with the Appointing Authority, the medical specialist is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- **Jury duty leave** for time to serve on a jury provided that when not impaneled for actual service or required by the Court to be present for potential selection for service, the medical specialist shall report to work.
- **Election Judge leave** for purposes of serving as an Election Judge in any election. The medical specialist must request the leave at least 20 calendar days in advance.
- **Military leave** in accord with M.S. §192.26 for members of the National Guard or military or naval reserves of this State or of the United States who are ordered or authorized by the appropriate authority to active service or training. This leave shall be limited to 15 working days per calendar year. The medical specialist must inform his/her Appointing Authority within seven calendar days of receiving notification of duty.
- **Voting time leave** in accord with M.S. §204C.04 for medical specialists eligible to vote in a state primary election, a presidential primary election, a state general election, or an election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the morning of the election day.

- 1 • **Emergency leave** in the event of a natural or man-made emergency if determined by  
2 the Commissioner of Employee Relations, after consultation with the Commissioner of  
3 Public Safety, that continued operation would involve a threat to the health or safety  
4 of individuals. The length of such leave shall be determined by the Commissioner of  
5 Employee Relations.  
6
- 7 • **Athletic leave** in accord with M.S. §15.62 to prepare for and engage in world,  
8 Olympic, or Pan American games competition.  
9
- 10 • **Blood donation leave** to donate blood at an onsite and Appointing Authority  
11 endorsed program.  
12
- 13 • **Transition leave**, at the Appointing Authority's discretion, for a medical specialist on  
14 notice of permanent layoff. This leave is limited to 160 hours, ending at the date of  
15 layoff. Hours of leave may be granted at any time throughout the layoff notice period  
16 and are not subject to the Application and Return provisions of this Chapter.  
17
- 18 • **Administrative leave**, at the Appointing Authority's discretion, for a medical specialist  
19 who has been involved in a critical incident, is being stalked or is the victim of  
20 domestic violence. Leave is limited to 30 calendar days unless the Commissioner of  
21 Employee Relations authorizes an extension of not more than 30 additional calendar  
22 days. It is the Appointing Authority's policy to return a medical specialist to active  
23 service as soon as practical and prudent.  
24
- 25 • **Investigatory leave** as provided in Chapter 11.  
26

27 **Unpaid Leaves of Absence - Mandatory.** Unpaid leaves of absence shall be granted upon a  
28 medical specialist's request as follows:  
29

- 30 • **Medical leave** for a cumulative period of one year per illness or injury, unless  
31 extended by the Appointing Authority, when a medical specialist has exhausted  
32 his/her accumulation of sick leave due to an extended illness or injury.  
33
- 34 • **Family leave** to a natural or adoptive parent for a period of six months when  
35 requested in conjunction with the birth or adoption of a child. The leave shall begin  
36 on the date requested by the medical specialist but no later than six weeks after the  
37 birth or adoption; except that, in the case where the child must remain in the hospital  
38 longer than the mother, the leave may begin up to six weeks after the child leaves the  
39 hospital. Sick leave used with a medical practitioner's statement prior to the birth of  
40 the child will not reduce the duration of the family leave. Sick or vacation leave used  
41 following the birth of the child will not have the effect of extending the six-month  
42 family leave. Upon request, the Appointing Authority may extend the leave up to a  
43 maximum of one year.  
44

- 1 • **Military leave in accord with 38 U.S.C. §2024(d)** for the period required to perform  
2 active duty for training or inactive duty training in the armed forces of the United  
3 States shall be granted with the medical specialist being permitted to return to the  
4 medical specialist's position with such status, pay, vacation, and sick leave as such  
5 medical specialist would have had if the medical specialist had not been absent due  
6 to service under §2024(d). The medical specialist must inform his/her Appointing  
7 Authority within seven calendar days of receiving notification of duty. See Chapters 4  
8 and 5 regarding accrual of vacation and sick leave during an unpaid military leave.  
9 At the medical specialist's request, he/she shall be allowed to supplement unpaid  
10 military leave with vacation leave, in accord with law. Any vacation leave used must  
11 have been accumulated prior to the start of the military leave.  
12
- 13 • **Military leave in accord with M.S. §192.261**, subdivision 1, for entry into active  
14 military service in the armed forces of this State or of the United States for the period  
15 of military service up to five years plus any additional time, in each case, as the  
16 medical specialist may be required to serve pursuant to law. See Chapters 4 and 5  
17 regarding accrual of vacation and sick leave during an unpaid military leave. At the  
18 medical specialist's request, he/she shall be allowed to supplement unpaid military  
19 leave with vacation leave, in accord with law. Any vacation leave used must have  
20 been accumulated prior to the start of the military leave.  
21
- 22 • **Political process leave** in accord with M.S. §§202A.135 and 202A.19, subdivision 2,  
23 for the purpose of attending a precinct caucus, a meeting of the State central or  
24 executive committee of a major political party if the medical specialist is a member of  
25 the committee, or any convention of major political party delegates including  
26 meetings of official convention committees if the medical specialist is a convention  
27 delegate or alternate, provided that the leave is requested ten days prior to the leave  
28 start date.  
29
- 30 • **Public office leave** in accord with M.S. §43A.32, subdivision 2, for a medical  
31 specialist in the classified service:  
32
  - 33 ▪ upon assuming an elected Federal or an elected State public office other than State  
34 legislative office; or
  - 35
  - 36 ▪ if elected to State legislative office, during times the Legislature is in session; or
  - 37
  - 38 ▪ upon assuming any other elected public office if, in the opinion of the  
39 Commissioner of Employee Relations, the holding of the office conflicts with the  
40 medical specialist's regular State employment; or
  - 41
  - 42 ▪ at the medical specialist's request upon filing as a candidate for any elected public  
43 office or any time during the course of the medical specialist's candidacy.
  - 44
- 45 • **VISTA or Peace Corps leave** for a period not to exceed four years.  
46

**Unpaid Leaves of Absence - Discretionary.** Unpaid leaves of absence may be granted upon a medical specialist's request at the discretion of the Appointing Authority as follows:

- **Salary savings leave** provided that an Appointing Authority shall not hire a replacement for a medical specialist on temporary leave. A medical specialist on temporary leave shall, if otherwise eligible, continue to accrue vacation and sick leave, and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the medical specialist's return from leave.
- **Personal leave** for any reason for a period of up to one year subject to annual renewal at the Appointing Authority's discretion.
- **Unclassified service leave** in accord with M.S. §43A.07, subdivision 5, to allow a medical specialist in the classified service to accept a position in the unclassified service.
- **Elder care leave** to care for or to arrange care for parents of the medical specialist or the medical specialist's spouse.

**Termination of Leave.** A medical specialist may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the Appointing Authority. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the Appointing Authority may be canceled by an Appointing Authority upon reasonable notice to the medical specialist. Such notice shall ordinarily be in writing except in case of emergency.

**Return From Leave.** A medical specialist returning from a leave of absence of one month or more shall notify his/her Appointing Authority at least two weeks prior to the intended date of return. A medical specialist on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. A medical specialist shall be entitled to return from an approved leave of absence to a vacant position in the same class, if qualified, under the same Appointing Authority. If a vacant position in the medical specialist's class is not available, or if the medical specialist is not qualified for a vacancy, the layoff provisions of Chapter 10 shall apply. The Appointing Authority shall determine whether a medical specialist is qualified for a vacancy based on the job duties and the medical specialist's qualifications and, if applicable, credentials and privileges.

**Failure to Return from Leave.** Failure to contact the Appointing Authority about an extension prior to the end of the approved leave or to return on expiration of the approved leave shall be deemed to be a voluntary resignation. The medical specialist shall be severed from State service.

**Absence Without Leave.** Any unauthorized absence from duty is an absence without leave and shall be without pay. If it is subsequently determined by an Appointing Authority that mitigating circumstances existed, the Appointing Authority may convert the absence without leave to other leave as appropriate. Absence without leave shall be just cause for disciplinary action.

## ***Department of Human Services: Credentialing, Medical Staff Membership, and Clinical Privileges***

---

In addition to going through the State's standard selection process, medical specialists in the Department of Human Services must submit to the credentialing and privileging process described in detail in each facility's bylaws. The following information is a general description of those processes that are applicable to each facility and medical specialist position.

**Basic Criteria for Appointment.** The Department of Human Services employs four levels of medical specialists. Appointment to one of the first three levels is based upon licensure plus the basic qualifications described below. Appointment to the fourth level is based upon licensure plus assignment to serve as the facility or Department of Human Services medical director.

Medical Specialist 1	M.D. plus internship
Medical Specialist 2	Board-eligible in field of specialty for which hired or assigned
Medical Specialist 3	Board-certified in specialty for which hired or assigned
Medical Specialist 4	Medical Director assignment for which hired or assigned

**Credentialing.** Credentialing is the process of assessing and validating the qualifications of a medical specialist to provide specific patient care services. The determination is based on an evaluation of the individual's current license, training and experience, current competence, and ability to perform the privileges requested. It is the basis for initial appointment to the medical staff and for the process of granting clinical privileges.

**Clinical Privileges.** Clinical privileges are granted to a medical specialist to provide specific patient care services within well-defined limits based on applicable factors including licensure, education, training, experience, competence, health status and judgment.

**Medical Staff Membership.** Medical specialists are admitted to active membership in a medical staff by the facility's Governing Board, Appointing Authority or Medical Director (as designated in the appropriate bylaws) upon the recommendation of the Medical Executive Committee or designee. Active membership is reviewed at least every two years. Membership may be revoked only upon revocation of privileges, non-certification or discharge from employment as a medical specialist.



**Process for Employment, Credentialing, Privileging and Admission to Medical Staff Membership.**

- (1) All candidates for medical specialist positions must first meet the selection criteria established pursuant to Minn. Stat. §43A.10.
- (2) Candidates for specific positions within the Department of Human Services must submit information and documents required by the facility Medical Staff, Medical Director and bylaws.
- (3) The Medical Executive Committee (or other designated authority) of each facility shall review each candidate's credentials and make a recommendation as to whether the individual should be hired and admitted to medical staff membership and, if so, the level and type of privileges to be granted.
- (4) The final decision regarding appointment to medical staff membership and the level and type of privileges granted shall be made by the Governing Board or its designee, such as the Appointing Authority or Medical Director.

**Processes for Reduction, Suspension or Revocation of Privileges and Medical Staff Membership**

- (1) Privileges may be reduced, suspended or revoked as provided in each facility's bylaws.
- (2) A medical specialist whose privileges have been revoked shall be discharged or non-certified and shall have his/her medical staff membership terminated.
- (3) A medical specialist who is terminated during an initial probationary period or discharged for any other reason shall have his/her medical staff membership terminated.
- (4) Fair hearing procedures for medical specialists whose privileges have been reduced, suspended or revoked, or whose employment has been terminated for reasons related to their medical practice are provided in Chapter 13.

**Application of Probation.** The probationary period is an extension of the examination process. It provides an opportunity for the Appointing Authority to observe and the medical specialist to demonstrate whether the medical specialist can perform the duties and fulfill the responsibilities of the position.

**Required Probationary Period.** A medical specialist shall be required to complete a probationary period in order to attain permanent status in a class following unlimited appointment to a classified position except if the probationary period is optional as provided below.

**Optional Probationary Period.** With written notice prior to the appointment date, the Appointing Authority may require a medical specialist to serve a probationary period in order to attain permanent status in a class or agency after receiving any of the following types of appointments: reinstatement or reemployment, transfer to a new class within an agency or between agencies or jurisdictions, transfer within the same class between agencies or jurisdictions, voluntary demotion to a new class within an agency or between agencies or jurisdictions, or recall from a layoff list.

**Length of Probationary Period.** Medical specialists shall serve probationary periods of one year. An Appointing Authority may extend the length of a medical specialist's probationary period by up to 12 months or may reduce it by up to six months. The extension of a probationary period is not subject to the dispute resolution procedures of Chapter 12 or 13. A medical specialist whose probationary period is extended in accord with this paragraph shall be provided with written notice of the length of the extension by the Appointing Authority prior to the end of the original probationary period. Medical Specialists 4 who have not completed the required training for State medical specialists shall remain in probationary status until the training is completed.

**Computation of Time on Probation.** For probationary periods beginning prior to the effective date of this Addendum, the probationary period begins on the day of unlimited appointment and includes all time in the agency in the class and in any subsequent appointments to comparable or higher related classes or related unclassified positions but not time on layoffs or unpaid leaves exceeding ten consecutive work days. For probationary periods beginning on or after the effective date of this Addendum, the probationary period begins on the day of unlimited appointment and includes all time in the agency in the class and in any subsequent appointments in the agency to comparable or higher related classes or related unclassified positions but not time on layoff or absences exceeding 10 consecutive work days. Medical specialists who promote or transfer to a different agency prior to completion of their probationary period shall complete probation in the former class, if different, on the same date they successfully complete probation in the new agency (and class, if different). Medical specialists who demote during or at the end of a probationary period shall have time in the higher class count toward completion of probation in the lower class, except as provided below in "Failure to Attain Permanent Status."

1   **Attainment of Permanent Status.** Unless the medical specialist is notified by the Appointing  
2 Authority that s/he will not be certified to permanent status in the class prior to the end of a  
3 probationary period specified or extended in accord with the above provisions, the medical  
4 specialist shall attain permanent status immediately upon completion of the last assigned  
5 work day of the probationary period.

6  
7   **Failure to Attain Permanent Status.** A medical specialist serving an initial probationary  
8 period may be terminated by the Appointing Authority at any time during the probationary  
9 period and shall have no further rights to State employment. Revocation of privileges based  
10 on non-certification for medical practice reasons may be appealed as provided in Chapter  
11 13. A medical specialist, who has attained permanent status in another class and/or agency  
12 and who is notified by the Appointing Authority that s/he will not be certified to permanent  
13 status in the new class and/or agency, shall be returned to a vacant position in the class and  
14 agency in which the medical specialist served immediately prior to appointment to the new  
15 class and/or agency. For probationary periods beginning on or after the effective date of this  
16 Addendum, medical specialists who promote or transfer to a different agency prior to  
17 completion of their probationary period and are notified by the new Appointing Authority  
18 that they will not be certified to permanent status, shall be returned to a vacant position in  
19 the former agency (and class, if different) and resume the probationary period at the point it  
20 was interrupted. For medical specialists who previously had either permanent or  
21 probationary status in another class and/or agency, return to a vacancy is subject to  
22 applicable provisions of collective bargaining agreements and plans. If there is no vacancy,  
23 the layoff provisions of the collective bargaining agreement or plan applicable to the former  
24 class and/or agency shall be applied.

25

**Position Descriptions and Performance Objectives.** Every medical specialist and his/her supervisor shall jointly develop a position description and performance goals or objectives that reflect his/her duties and the expectations of the Appointing Authority. A permanent medical specialist's position description and performance objectives shall be reviewed with the medical specialist at least once a year and, if necessary, rewritten whenever there is a substantial change in duties, and at least every three years. It is understood that the Appointing Authority or designee has the discretion to add, eliminate or change job duties at any time.

**Performance Appraisal.** A probationary medical specialist shall participate in a performance counseling review at the midpoint and end of the probationary period. Performance appraisals for permanent medical specialists shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, a medical specialist shall receive a copy of a written appraisal and shall have the opportunity to review and comment in writing on the performance rating and to sign the appraisal as indication of having read the appraisal, participated in the appraisal process, and had the opportunity to make comment. Performance ratings may be appealed to the Appointing Authority or designee.

**Individual Development Planning.** As a part of the performance review, the medical specialist and supervisor shall identify any gaps between current levels of performance and those required for satisfactory performance in the job. The medical specialist and supervisor may also explore developmental needs or interests to improve performance in the current position and/or attain higher levels of responsibility within the agency and State service. The medical specialist and supervisor shall complete an Individual Development Plan which identifies agreed upon needs, and establishes priorities for, and methods of, responding to those needs. The plan shall be reviewed and updated at the time of the annual performance review and shall be monitored during the appraisal period.

**Required Education.** Newly appointed Medical Specialists 4 must participate in mandatory developmental activities in order to attain permanent status.

**All Other Education.** All medical specialists are expected to participate in job-related training and development activities on an on-going basis. Within the limits of available time and resources, training and development opportunities shall be made available to the medical specialist. As a first priority, the medical specialist's supervisor and the Appointing Authority shall make a reasonable effort to help the medical specialist address the developmental needs established in the Individual Development Plan by providing release time and/or payment for enrollment in State-sponsored or approved courses and enrollment in seminars and courses at educational institutions, in accord with Administrative Procedures and this Chapter.

1 A medical specialist may also request to attend a specific development activity. If, in the  
2 judgment of the Appointing Authority, the requested college course or professional  
3 workshop, seminar, conference, or other development activity (task force, special  
4 assignment, mobility, etc.) will better prepare a medical specialist to perform his/her current  
5 or projected responsibilities and if staffing needs and budgetary resources permit, the  
6 Appointing Authority may provide release time and/or full or partial reimbursement in  
7 accord with Administrative Procedure 21 and Chapter 16. Medical specialists must  
8 successfully complete the development activity to be eligible for reimbursement.

9  
10 **Membership in Professional Organizations.** In each fiscal year, the Appointing Authority  
11 may authorize payment for a medical specialist of full or partial costs of membership dues  
12 paid to professional organizations related to the medical specialist's job provided that the  
13 organization offering the membership does not directly influence agency policies, exist  
14 primarily for social reasons, have as its primary purpose the advancement of individual  
15 medical specialist interests, or restrict membership on the basis of sex, race, religion or other  
16 legally protected characteristics. The medical specialist may attend meetings and seminars  
17 of professional organizations during work hours if the amount of time required is reasonable,  
18 the Appointing Authority approves such attendance as related to the work assignment, and  
19 staffing requirements permit. The medical specialist may hold office in professional  
20 organizations if s/he receives no stipend or direct payment other than expense  
21 reimbursement from the organization.

22  
23 **Subscriptions.** An Appointing Authority may authorize payment for the cost of a medical  
24 specialist's individual subscriptions to magazines or other professional publications provided  
25 that the publications meet organizational needs.

26  
27 **Mobility Assignments.** A medical specialist is eligible to participate in a temporary job  
28 change designed to broaden his/her work experience and expand his/her perspectives. A  
29 mobility assignment may involve moves between State agencies, between the State and other  
30 governmental jurisdictions, or between the State and private organizations. These temporary  
31 assignments give the medical specialist an opportunity to use, develop, and expand his/her  
32 knowledge, skills, and abilities in a different work environment. Assignments are usually  
33 full-time for a specified duration. Mobility assignments may be initiated by the medical  
34 specialist or by either employer and require the approval of all three parties. Mobility  
35 assignments between the State and other employers are governed by Minn. Stat. §§15.51 to  
36 15.59.

37  
38 **Developmental Leave.** A medical specialist is eligible for a developmental leave to secure  
39 additional education, training, or experience which will better prepare him/her to carry out  
40 his/her responsibilities. A developmental leave may be granted for any period up to two  
41 years at no pay, partial pay, or full pay. Granting of a developmental leave is at the  
42 discretion of the Appointing Authority. A partially or fully paid leave must be approved in  
43 advance by the Commissioner of Employee Relations. The medical specialist shall be  
44 eligible to retain State-paid insurance benefits for which s/he is otherwise eligible while on  
45 developmental leave. A developmental leave may be granted if the following criteria are  
46 met:

47

- The medical specialist has at least three years of State service;
- The medical specialist has submitted to the Appointing Authority a plan for the developmental leave showing how it will serve the purpose described above;
- The organizational functions and goals can be carried out during the medical specialist's absence;
- Funds are available for this purpose; and
- The medical specialist agrees to return to State employment following completion of a paid developmental leave for the amount of time specified by the Appointing Authority at the time the leave is approved.

## ***Layoff, Recall, and Termination of Unclassified Appointments***

---

**Layoff.** A medical specialist may be laid off because of abolition of the medical specialist's position, shortage of work or funding, or other reasons outside the medical specialist's control. Any medical specialist who has voluntarily requested and received Appointing Authority approval to reduce his/her work hours shall not be considered to have been laid off.

If faced with the need to lay off medical specialists, an Appointing Authority shall:

Step 1: Determine which position is to be eliminated by (in no particular order) class, assignment, and specialty and, where applicable, level or type of privileges. If there is more than one position meeting the same criteria, order of layoff will be determined by the incumbents' performance.

Step 2: To avert a layoff, reassign the medical specialist occupying the position to be eliminated to any vacancy the Appointing Authority determines to fill in the same class, agency, and employment condition and within 35 miles of the position which is to be eliminated unless the medical specialist is determined to be not qualified for the position by the Commissioner of Employee Relations. The Appointing Authority shall terminate any provisional medical specialist working in an unlimited position covered by this Plan in the class, agency, specialty, level and type of privileges, and employment condition within 35 miles of the position which is being eliminated and shall reassign the medical specialist whose position is being eliminated to the resultant vacancy before effecting a layoff.

Step 3: If a layoff cannot be averted through the reassignment procedures of Step 2, notify the incumbent of the position to be eliminated in writing at least three (3) months prior to the effective date of a layoff. The notice shall state the reasons for the layoff action, the effective date of the layoff, and the estimated length of the layoff period. At the Appointing Authority's discretion, a medical specialist on notice of permanent layoff may be granted a Transition Leave as provided in Chapter 6.

**Layoff List.** Medical specialists who have been laid off or who have accepted demotions in lieu of layoff shall have their names placed on the medical specialist layoff list for the class, agency, and location from which they were laid off. Such medical specialists may indicate in writing other locations for which they are available and may change their availabilities by notifying the Department of Employee Relations in writing. Names shall remain on the layoff list for one year.

**Recall.** Medical specialists may be recalled at the discretion of an Appointing Authority, to the class from which they were laid off or any lower class in the Medical Specialist series.

1 **Termination of Unclassified, Temporary, Emergency or Provisional Appointment.** An  
2 unclassified, temporary, emergency or provisional appointment may be terminated at any  
3 time by the Appointing Authority and the incumbent shall have no further rights to State  
4 employment. However, a medical specialist on an approved unclassified service leave of  
5 absence may return from leave to a position in the classified service as provided in Chapter 6  
6 and a medical specialist on a provisional appointment may have the right to return to the  
7 previously held class.  
8



# 11 *Corrective Action and Discharge*

---

**Administration of Corrective Action.** An Appointing Authority shall make reasonable effort to discuss with a medical specialist any performance problem which may lead to corrective action or discharge and to assist the medical specialist in eliminating problem areas before such action becomes necessary. Medical specialists with permanent status are those who are not serving an initial probationary period and are not unclassified medical specialists on leave from the classified service. In the case of permanent medical specialists, corrective action or discharge may be taken only for just cause as provided in M.S. §43A.33, subdivision 2, which shall include, but is not limited to, loss of licensure or relevant type or level of privileges required for the position. For all medical specialists, corrective action and discharge should be taken only for reasons which are communicated clearly to the medical specialist.

For medical specialists with permanent status, corrective action may include, in any order, only the following: oral reprimand, written reprimand, suspension, demotion, and/or discharge. For medical specialists without permanent status, corrective action may include any of the preceding except discharge; medical specialists without permanent status may be terminated at any time and none of the provisions related to discharge shall apply to their termination.

For medical specialists employed by the Department of Human Services, Chapter 7 of this Addendum and the medical staff bylaws of each facility include more detailed procedures for the handling of clinical care complaints against medical specialists and the initiation of corrective action or discharge.

For information regarding termination of medical specialists serving an initial probationary period, see Chapter 8 (Probationary Period). For information regarding the termination of medical specialists in unclassified, temporary or emergency appointments, see Chapter 10 (Layoff, Recall, and Termination of Unclassified Appointments).

## **Forms of Corrective Action:**

- A) **Oral Reprimand.** An oral reprimand must be so identified and should be administered in private.
- B) **Written Reprimand.** A written reprimand must be clearly identified as such, and must specify reasons for the action. Changes expected and necessary to correct the deficiency must be clearly outlined.
- C) **Paid or Unpaid Suspension or Demotion.** Such corrective actions require written notice, no later than the effective date of the action. The notice must include the following:
  - (1) nature of the corrective action;
  - (2) specific reasons for the action;
  - (3) effective date of the action;

- (4) statement of the medical specialist's right to reply in writing to the Appointing Authority or designee within five working days of receipt of the notice; and
- (5) a) in the case of a medical specialist with permanent status, a statement of the medical specialist's right to appeal as provided in M.S. §43A.33, subdivision 3(a) (see Appendix F) and the appropriate Dispute Resolution Procedure as provided in Chapter 12 or 13; b) in the case of all other medical specialists, a statement of the medical specialist's right to appeal through Step 3 of the appropriate Dispute Resolution Procedure described in Chapter 12 or 13.

A copy of the notice and the medical specialist's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Employee Relations within 10 calendar days of the effective date of corrective action or discharge.

**Discharge of a Medical Specialist With Permanent Status.** Discharge requires a written notice, no later than one day prior to effective date of discharge. The notice of discharge shall include the following:

- (1) nature of the disciplinary action;
- (2) specific reasons for the action;
- (3) effective date of the action;
- (4) statement of the medical specialist's right to request an opportunity to hear an explanation of the evidence against him/her and to present his/her side of the story while still in pay status, and notice that this right expires at the end of the next scheduled day of work after the notice of discharge is delivered unless the medical specialist and the Appointing Authority agree otherwise; if the medical specialist was not in pay status at the time of the notice, the requirement to be in pay status does not apply;
- (5) statement of the medical specialist's right to reply in writing within five working days of receipt of the notice to the Appointing Authority or designee regardless of whether the medical specialist chooses to exercise his/her rights in (4) above; and
- (6) statement of the medical specialist's right to appeal as provided in M.S. §43A.33, subdivision 3(a) and the appropriate Dispute Resolution Procedure as provided in Chapter 12 or 13.

A copy of the notice and the medical specialist's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Employee Relations within 10 calendar days of the effective date of the action.

**Investigatory Leave.** The Appointing Authority or designee may place a medical specialist who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave.

**Personnel Records.** A medical specialist disciplined under the provisions of this Chapter may submit a written statement regarding the action which will be placed in the medical specialist's personnel record. At the request of the medical specialist, a written reprimand or written record of a suspension of ten days or less shall be removed from the medical specialist's personnel record provided that no further corrective action has been taken against the medical specialist for a period of two years following the date of the written reprimand or three years following the date of the suspension.

## 12 *Resolution of Disputes - General*

---

**Application.** This Chapter covers resolution of disputes concerning interpretation and application of this Addendum to the Commissioner's Plan, non-certification of probationary medical specialists, and corrective actions and discharge except that, for medical specialists in the Department of Human Services, corrective actions and discharge for deficiencies, misconduct and violations related to medical practice are covered by the process described in Chapter 13. If a medical specialist/former medical specialist pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference law), the medical specialist/former medical specialist is precluded from making an appeal under this dispute resolution process.

**Representation.** A medical specialist may elect to be represented at any step of the Dispute Resolution Procedure.

**Non-Disciplinary Issues.** The Appointing Authority shall adopt procedures for resolution of disputes concerning interpretations and applications for which the Appointing Authority has discretion under this Plan. Decisions reached through such procedures are not appealable to the Commissioner of Employee Relations. Disputes concerning other interpretations and applications of this addendum to the Commissioner's Plan, excluding corrective action and discharge, are appealable through Step 3a of the Dispute Resolution Procedure below.

**Non-Certification.** Failure to attain permanent status is not appealable through the Dispute Resolution Procedure below. However, when an Appointing Authority does not certify a medical specialist on an initial or subsequent probationary period, the medical specialist shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Medical specialists serving a subsequent probationary period may have return rights as described in Chapter 8.

### **Corrective Actions.**

- (1) Oral reprimands are not appealable.
- (2) Written reprimands may be appealed through Step 2 of the Dispute Resolution Procedure below.
- (3) Unclassified medical specialists without permanent status in State service and medical specialists on initial probation may appeal a suspension or demotion through Step 2 of the Dispute Resolution Procedure below.
- (4) Medical specialists with permanent status in State service, including those on a subsequent probationary period or on an unclassified service leave of absence may appeal a suspension or demotion (other than one resulting from non-certification) under the provisions of M.S. §43A.33, subdivisions 3(a) and 4 (described in Step 3b of the Dispute Resolution Procedure below). Medical specialists are encouraged to use the Dispute Resolution Procedure through Step 2 below while appealing under the provisions of M.S. §43A.33, subdivisions 3(a) and 4.

1 **Discharge.** Medical specialists with permanent status may appeal a discharge under the  
2 provisions of M.S. §43A.33, subdivision 3(a) and 4 (described in Step 3b of the Dispute  
3 Resolution Procedure below). Medical specialists are encouraged to use the Dispute  
4 Resolution Procedure through Step 2 below while appealing under the provisions of M.S.  
5 §43A.33, subdivisions 3(a) and 4.

6  
7 **Dispute Resolution Procedure.** Disputes shall be resolved in accord with the following  
8 steps; however, at any step the parties may, by mutual agreement, attempt to resolve the  
9 dispute through mediation.

10  
11 **Step 1:** Within 14 calendar days after the medical specialist should have had knowledge of  
12 the event leading to the dispute, the medical specialist shall present to his/her  
13 supervisor in writing the nature of the dispute, the facts upon which it is based, and  
14 the remedy requested. Within seven days, the supervisor shall give a written  
15 answer to the medical specialist. If the dispute has not been resolved satisfactorily,  
16 the medical specialist may appeal in writing, within 10 calendar days after the date  
17 of the supervisor's response, to the Appointing Authority or his/her designee.

18  
19 **Step 2:** The Appointing Authority or his/her designee shall meet with the medical specialist  
20 within seven calendar days following an appeal from Step 1 and shall give the  
21 medical specialist a written answer within 14 calendar days following their  
22 meeting.

23  
24 **Step 3a:** The medical specialist may appeal the decision of the Appointing Authority or  
25 his/her designee in writing to the Commissioner of Employee Relations within  
26 seven calendar days after the Appointing Authority or designee has given an  
27 answer. The Commissioner of Employee Relations shall consider the information  
28 presented by the medical specialist and the Appointing Authority and shall make a  
29 decision within 14 calendar days. The Commissioner of Employee Relations may  
30 decide to hold a hearing to discuss the dispute. The Commissioner's decision shall  
31 be final unless the dispute is appealed under Step 3b below.

32  
33 **Step 3b:** A permanent status medical specialist may appeal a suspension, demotion (other  
34 than one resulting from non-certification), or discharge at any step of the Dispute  
35 Resolution Procedure to the Office of Administrative Hearings as provided under  
36 M.S. §43A.33, subdivisions 3(a) and 4 (see Appendix F).

37  
38 **Time Limits.** If a dispute is not presented within the time limit set forth above, it shall be  
39 considered waived. If a dispute is not appealed to the next step within the time limit  
40 specified, it shall be considered to be resolved on the basis of the last answer. If no response  
41 is made within a specified time limit, the medical specialist may elect to treat the dispute as  
42 denied at that step and may appeal to the next step. Time limits on each step may be  
43 extended by mutual written agreement of the parties involved.

44  
45 **Authorization of Payment.** Any resolution of a dispute that results in a payment to a medical  
46 specialist must be approved by the Commissioner of Employee Relations as provided in M.S.  
47 § 43A.04, subdivision 6.

# 13                      *Department of Human Services:*

## *Resolution of Disputes -*

### *Medical Practices*

---

**Application.** This Chapter applies only to medical specialists employed by the Department of Human Services. It covers resolution of disputes concerning Chapter 7 of this Addendum and corrective actions and discharge for deficiencies, misconduct and violations related to medical practice. Medical practice includes, but is not limited to, actions which are detrimental to patient safety or quality patient care, medically unethical conduct, professional incompetence or use of medical treatments below applicable professional standards, and inappropriate treatment of vulnerable adults. If a medical specialist/former medical specialist pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference law), the medical specialist/former medical specialist is precluded from making an appeal under this dispute resolution process.

**Representation.** A medical specialist may elect to be represented at any step of the Dispute Resolution Procedure.

#### **Corrective Actions.**

- (1) Oral reprimands are not appealable.
- (2) Written reprimands may be appealed through Step 2 of the Dispute Resolution Procedure below.
- (3) Suspension or demotion of unclassified medical specialists without permanent status in State service and medical specialists on initial probation may be appealed through Step 3a of the Dispute Resolution Procedure below.
- (4) Suspension or demotion (other than one resulting from non-certification) of medical specialists with permanent status in State service, including those on a subsequent probationary period or on an unclassified service leave of absence, may be appealed under the provisions of M.S. §43A.33, subdivisions 3(a) and 4 (described in Step 3b of the Dispute Resolution Procedure below). Medical specialists are encouraged to use the Dispute Resolution Procedure through Step 3a below while appealing under the provisions of M.S. §43A.33, subdivisions 3(a) and 4.

**Discharge.** Medical specialists with permanent status may appeal a discharge under the provisions of M.S. §43A.33, subdivision 3(a) and 4 (described in Step 3b of the Dispute Resolution Procedure below). Medical specialists are encouraged to use the Dispute Resolution Procedure through Step 3a below while appealing under the provisions of M.S. §43A.33, subdivisions 3(a) and 4.

**Privileges.** Reduction, suspension or revocation of privileges is appealable through Step 3a of the Dispute Resolution Procedure below.

**Dispute Resolution Procedure.** Disputes shall be resolved in accord with the following steps, however, at any step the parties may, by mutual agreement, attempt to resolve the dispute through mediation.

**Step 1:** Within 14 calendar days after the medical specialist should have had knowledge of the event leading to the dispute, the medical specialist shall present to the facility medical director a written description of the dispute, the facts upon which it is based, and the remedy requested. Within seven days, the medical director shall give a written answer to the medical specialist. If the dispute has not been resolved satisfactorily, the medical specialist may appeal in writing, within 10 calendar days after the date of the medical director's response, to the Medical Executive Committee or its designee. The designee may include another committee comprised of members of the medical staff.

**Step 2:** The Medical Executive Committee or designee shall meet with the medical specialist within seven calendar days following an appeal from Step 1. The Medical Executive Committee or designee shall make a written recommendation to the Appointing Authority within 14 calendar days following receipt of the appeal. Such recommendation shall be followed absent unusual circumstances, in which case, the Appointing Authority shall act as s/he deems best with an explanation to the Medical Executive Committee or designee. The Appointing Authority must give the medical specialist a written decision within seven calendar days of receipt of the recommendation of the Medical Executive Committee or designee.

**Step 3a:** The medical specialist may appeal the decision of the Appointing Authority in writing to the DHS Medical Director within seven calendar days after the Appointing Authority has given an answer. The DHS Medical Director shall consider the information presented by the medical specialist and the Appointing Authority and shall make a decision within 14 calendar days following receipt of the appeal or the conclusion of a hearing, if held. The DHS Medical Director may decide to hold a hearing to discuss the dispute. The DHS Medical Director's decision shall be final.

**Step 3b:** A medical specialist with permanent status may appeal a suspension, demotion (other than one resulting from non-certification), or discharge at any step of the Dispute Resolution Procedure to the Office of Administrative Hearings as provided under M.S. §43A.33, subdivisions 3(a) and 4 (see Appendix F).

**Time Limits.** If a dispute is not presented within the time limit set forth above, it shall be considered waived. If a dispute is not appealed to the next step within the time limit specified, it shall be considered to be resolved on the basis of the last answer. If no response is made within a specified time limit, the medical specialist may elect to treat the dispute as denied at that step and may appeal to the next step. Time limits on each step may be extended as provided in a facility's medical staff bylaws or by mutual written agreement of the parties involved.

**Authorization of Payment.** Any resolution of a dispute that results in a payment to a medical specialist must be approved by the Commissioner of Employee Relations as provided in M.S. §43A.04, subdivision 6.

**Section 1. Medical Specialist Group Insurance Program.** During the life of this Plan, the Employer shall provide a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Chapter.

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

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

**A. Medical Specialists - Basic Eligibility.** Medical specialists may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for emergency, temporary, and intermittent medical specialists.

**B. Medical Specialists - Special Eligibility.** The following medical specialists are also eligible to participate in the Group Insurance Program:

1. **Medical Specialists with a Work-related Injury/Disability.** A medical specialist 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 a medical specialist receives workers' compensation payments or while the workers' compensation claim is pending.
2. **Totally Disabled Medical Specialists.** Consistent with M.S. 62A.148, certain totally disabled medical specialists may continue to participate in the Group Insurance Program.
3. **Retired Medical Specialists.** A medical specialist 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 medical specialist from State service 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.

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

- 2
- 3 1. **Spouse.** The spouse of an eligible medical specialist (if not legally separated). For
- 4 the purpose of health insurance coverage, if that spouse works full-time for an
- 5 organization employing more than 100 people and elects to receive either credits or
- 6 cash (1) in place of health insurance or health coverage or (2) in addition to a health
- 7 plan with a seven hundred and fifty dollar (\$750) or greater deductible through
- 8 his/her employing organization, s/he is not eligible to be a covered dependent for
- 9 the purposes of this Chapter. If both spouses work for the State or another
- 10 organization participating in the State's Group Insurance Program, neither spouse
- 11 may be covered as a dependent by the other, unless one spouse is not eligible for a
- 12 full Employer Contribution as defined in Section 3A.
- 13
- 14 2. **Children and Grandchildren.** An eligible medical specialist's unmarried dependent
- 15 children and unmarried dependent grandchildren: (1) through age eighteen (18); or
- 16 (2) through age twenty-four (24) if the child or grandchild is a full-time student at an
- 17 accredited educational institution; or (3) a child or grandchild, regardless of age or
- 18 marital status, who is incapable of self-sustaining employment by reason of mental
- 19 retardation, mental illness or physical disability and is chiefly dependent on the
- 20 medical specialist for support. The handicapped dependent shall be eligible for
- 21 coverage as long as s/he continues to be handicapped and dependent, unless
- 22 coverage terminates under the contract.

23

24 "Dependent Child" includes a medical specialist's: (1) biological child, (2) child

25 legally adopted by or placed for adoption with the medical specialist, (3) foster

26 child, and (4) step-child. To be considered a dependent child, a foster child must

27 be dependent on the medical specialist for his/her principal support and

28 maintenance and be placed by the court in the custody of the medical specialist.

29 To be considered a dependent child, a step-child must maintain residence with the

30 medical specialist and be dependent upon the medical specialist for his/her

31 principal support and maintenance.

32

33 "Dependent Grandchild" includes a medical specialist's: (1) grandchild placed in

34 the legal custody of the medical specialist, (2) grandchild legally adopted by the

35 medical specialist or placed for adoption with the medical specialist, or (3)

36 grandchild who is the dependent child of the medical specialist's unmarried

37 dependent child. Under (1) and (3) above, the grandchild must be dependent upon

38 the medical specialist for principal support and maintenance and live with the

39 medical specialist.

40

41 If both spouses work for the State or another organization participating in the State's

42 Group Insurance Program, either spouse, but not both, may cover their eligible

43 dependent children or grandchildren. This restriction also applies to two divorced,

44 legally separated, or unmarried medical specialists who share legal responsibility for

45 their eligible dependent children or grandchildren.

46



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

- 6
- 7 a. termination of employment (except for gross misconduct);
- 8 b. layoff;
- 9 c. reduction of hours to an ineligible status;
- 10 d. dependent child becoming ineligible due to change in age, student status,
- 11 marital status, or financial support (in the case of a foster child or stepchild);
- 12 e. death of medical specialist; or
- 13 f. divorce.
- 14

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

17  
18 **A. Full Employer Contribution - Basic Eligibility.** The following medical specialists covered  
19 by this Plan receive the full Employer Contribution:

- 20
- 21 1. Medical specialists who are scheduled to work at least forty (40) hours weekly for a
- 22 period of nine (9) months or more in any twelve (12) consecutive months.
- 23
- 24 2. Medical specialists who are scheduled to work at least sixty (60) hours per pay
- 25 period for twelve (12) consecutive months, but excluding part-time or seasonal
- 26 medical specialists serving on less than a seventy-five (75) percent basis.
- 27

28 **B. Partial Employer Contribution - Basic Eligibility.** The following medical specialists  
29 covered by this Plan receive the full Employer Contribution for basic life coverage, and  
30 at the medical specialist's option, a partial Employer Contribution for health and dental  
31 coverages. The partial Employer Contribution for health and dental coverages is  
32 seventy-five (75) percent of the full Employer Contribution for both employee only and  
33 dependent coverage.

- 34
- 35 1. **Part-time Medical Specialists.** Medical specialists who hold part-time, unlimited
- 36 appointments and who work at least fifty (50) percent of the time but less than
- 37 seventy-five (75) percent of the time.
- 38
- 39 2. **Seasonal Medical Specialists.** Seasonal medical specialists who are scheduled to
- 40 work at least 1044 hours over a period of any twelve (12) consecutive months.
- 41

42 **C. Special Eligibility.** The following medical specialists also receive an Employer  
43 Contribution:

- 44
- 45 1. **Medical Specialists on Layoff.** A classified medical specialist who receives an
- 46 Employer Contribution, who has three (3) or more years of continuous service, and
- 47 who has been laid off, remains eligible for an Employer Contribution and all other
- 48 benefits provided under this Chapter for six (6) months from the date of layoff.
- 49

2. **Work-related Injury/Disability.** A medical specialist 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 a medical specialist receives workers' compensation payments. If such medical specialist ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Chapter 6, s/he shall be eligible for an Employer Contribution during that leave.

**D. Maintaining Eligibility for Employer Contribution.**

1. **General.** A medical specialist who receives a full or partial Employer Contribution maintains that eligibility as long as the medical specialist meets the Employer Contribution eligibility requirements, and appears on the State payroll for at least one full working day during each payroll period. This requirement does not apply to medical specialists who receive an Employer Contribution while on layoff as described in Section 3C2, or while eligible for workers' compensation payments as described in Section 3C3.
2. **Unpaid Leave of Absence.** If a medical specialist 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 medical specialist on a State payroll for one (1) working day per pay period.
3. A medical specialist who is on an approved FMLA or salary savings leave as provided elsewhere in this plan maintains his/her eligibility.

**Section 4. Amount of Employer Contribution.** For medical specialists eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 5, 2000. The Employer Contribution amounts and rules in effect on June 30, 1999 will continue through January 4, 2000.

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

1. **Medical Specialist Coverage.** For medical specialist health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the medical specialist-only premium of the Low-Cost Health Plan, or the actual medical specialist-only premium of the health plan chosen by the medical specialist.
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the medical specialist.
3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the medical specialist's permanent work location; county of residence for insurance year 2001; see Section 4A4 below. "Family premium" is the total of the medical specialist premium and the dependent premium.

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

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

**B. Contribution Formula - Dental Coverage.**

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

- C. **Contribution Formula - Basic Life Coverage.** For medical specialist 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.** A medical specialist must make his/her 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 medical specialist will automatically be enrolled in basic life coverage. Medical specialists 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. Medical specialists who become eligible for a full Employer Contribution must make their choice of medical specialist-only health and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low-cost plan in the county of the medical specialist's work location. A medical specialist may change his/her health or dental plan if the medical specialist changes to a new permanent work location and the medical specialist's current plan is not available at the new work location.

A medical specialist 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) calendar days of the date of the relocation under the same provisions accorded during the last open enrollment period.

A medical specialist and a retired medical specialist 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 enrollment period. In addition, a medical specialist and a retired medical specialist may add dependent health or dental coverage within thirty (30) days of the following events:

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

**B. When Coverage May Be Canceled.**

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

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

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

2. **Medical Specialist-only Coverage.** A part-time medical specialist may also cancel medical specialist-only coverage within sixty (60) days of when one of these same life events occurred.
3. **Effective Date of Benefit Termination.** Medical coverage termination will take effect on the first of the month following the end of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible employee or dependent status. All other benefits 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 medical specialist's first day of employment, re-employment, re-hire, or reinstatement with the State. A medical specialist must be actively at work on the initial effective date of coverage, except that a medical specialist 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 a medical specialist's dependent's coverage become effective before the medical specialist's coverage. If a medical specialist is not actively at work due to medical specialist or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the medical specialist returns to work.)

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

a. **Basic Life.** If a medical specialist 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 medical specialist'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, a medical specialist is on an unpaid leave of absence or layoff.

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

c. **Optional Life and Disability Coverages.** In order for coverage to become effective, the medical specialist 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 medical specialist's return to work.

E. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Plan, and for dental coverage in the first year of this Plan. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on January 5, 2000 in the first year of this Plan, and on January 3, 2001 in the second year of this Plan.

2. **Eligibility to Participate.** A medical specialist eligible to participate in the State Employee Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a medical specialist in the following categories may, as allowed in Section 5E1 above, make certain changes: (1) a former medical specialist 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 medical specialists; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active medical specialists, but may not add dependent coverage.
  3. **Materials for Medical Specialist Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible medical specialists the information necessary to make open enrollment selections. Medical specialists will be provided a statement of their current coverage each year of the plan.
- F. **Coverage Selection Prior to Retirement.** A medical specialist who retires and is entitled to receive an annuity under a State retirement program may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The medical specialist 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. Medical Specialist and Dependent Health Coverage.**

1. **Coverage Options.** Eligible medical specialists must select coverage under one of the health plans offered by the Employer, including the State Health Plan, or other health plans.
2. **Coverage Under the State Health Plan.** From July 1, 1999 through January 4, 2000, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1999. Effective January 5, 2000, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice. Effective January 5, 2000, all other plans providing services to State employees will have the same coverages as the SHPS.
  - a. **Services received from, or authorized by, a primary care physician within the primary care clinic.** State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).

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

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

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

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

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

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

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

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

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

- c. **Special service networks (applies to SHPPPOS and SHPS).** The following services must be received from Special Service network providers in order to be covered.

- 1                   1. **Mental health services - inpatient and outpatient.** One hundred (100)  
2                   percent coverage (up to 365 days for inpatient services). No coverage for  
3                   services obtained from out-of-network providers under SHPS. Out-of-  
4                   network services are available under SHPPPOS according to the terms of  
5                   the Certificate of Coverage. In-network services need not be authorized  
6                   by a primary care physician within the primary care clinic under either  
7                   plan.  
8
- 9                   2. **Chemical dependency services - inpatient and outpatient.** One hundred  
10                  (100) percent coverage (up to 365 days for inpatient services). No  
11                  coverage for services obtained from out-of-network providers under SHPS.  
12                  Out-of-network services are available under SHPPPOS according to the  
13                  terms of the Certificate of Coverage. In-network services need not be  
14                  authorized by a primary care physician within the primary care clinic  
15                  under either plan.  
16
- 17                3. **Chiropractic services.** One hundred (100) percent coverage. No  
18                  coverage for services obtained from out-of-network providers. Services  
19                  need not be authorized by a primary care physician within the primary  
20                  care clinic. Coverage shall be provided for a minimum of twenty (20)  
21                  services or twenty-one (21) calendar days, whichever is greater, per  
22                  incident.  
23
- 24                4. **Transplant coverage.** The SHPPPOS and SHPS shall provide transplant  
25                  coverage, as specified in their respective Certificates of Coverage. No  
26                  coverage for services obtained from out-of-network providers.  
27  
28                  Referrals for eligible transplant services must be authorized by a primary  
29                  care physician within the primary care clinic.  
30
- 31                5. **Cardiac services.** No coverage for non-emergency cardiac services  
32                  obtained from out-of-network providers. Referrals for services must be  
33                  authorized by a primary care physician within the primary care clinic.  
34
- 35                6. **Home Infusion Therapy.** The SHPPPOS and SHPS shall provide Home  
36                  Infusion Therapy coverage as specified in their respective Certificates of  
37                  Coverage. No coverage for services obtained from out-of-network  
38                  providers. Referrals for eligible Home Infusion Therapy services must be  
39                  authorized by a primary care physician within the primary care clinic.  
40
- 41                7. **Hospice Benefit.** One hundred (100) percent coverage for services  
42                  obtained from in-network providers. Seventy (70) percent coverage for  
43                  services obtained from out-of-network providers under SHPPPOS. Referrals  
44                  for eligible hospice services must be authorized by a primary care  
45                  physician within the primary care clinic.  
46



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

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

1. **Prescription drugs.**

- Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.

a. **SHPS. Prescription Drugs.** For the 2000 and 2001 insurance years:

- ten dollar (\$10) copayment per prescription or refill for a generic formulary drug dispensed in a thirty-four (34) day supply.
- twenty-one dollar (\$21) payment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.
- annual maximum eligible out-of-pocket expense for prescription drugs of two hundred dollars (\$200) per person or four hundred dollars (\$400) per family.

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

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

2. **Eye exams.** SHPPOS and SHPS. One hundred (100) percent coverage. (Limited to one routine examination per year.)

3. **Outpatient emergency and urgicenter services.** SHPPOS and SHPS. Thirty dollar (\$30) copayment per visit for outpatient emergency visits and fifteen dollar (\$15) copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49
- 4. **Ambulance.** SHPPOS and SHPS. Eighty (80) percent coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)
  - e. **Emergency and urgently needed care outside the network.** SHPPOS and SHPS. Professional services of a physician, emergency room treatment, and inpatient hospital services covered at eighty percent (80%) of the first two thousand dollars (\$2,000) and one hundred percent (100%) thereafter of the charges incurred per insurance year. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.
  - f. **Lifetime maximum.** SHPPOS and SHPS. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) for services under 6A2a, 6A2c and 6A2d combined. The lifetime maximum for services under 6A2b is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under 6A2b is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan maximum.
3. **Coordination with Workers' Compensation.** When a medical specialist 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 medical specialist's health plan, pursuant to M.S. 176.191, subdivision 3.
4. **Health Promotion and Health Education.** The Employer recognizes the value and importance of health promotion and health education programs. Such programs can assist medical specialists 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 Department of Employee Relations 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. Program topics shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.
  - b. **Health Plan Specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State medical specialists and their dependents.

- 1 c. **Medical Specialist Participation.** The Employer will assist medical specialists  
2 participation in health promotion and health education programs. Health  
3 promotion and health education programs that have been endorsed by the  
4 Employer (Department of Employee Relations) will be considered to be non-  
5 assigned job-related training pursuant to Administrative Procedure 21.  
6 Approval for this training is at the discretion of the Appointing Authority and is  
7 contingent upon meeting staffing needs in the medical specialist's absence and  
8 the availability of funds. Medical specialists are eligible for release time, tuition  
9 reimbursement, or a pro rata combination of both. Medical specialists may be  
10 reimbursed for up to one hundred (100) percent of tuition or registration costs  
11 upon successful completion of the program.  
12
- 13 d. **Health Promotion Incentives.** The Joint Labor-Management Committee on  
14 Health Plans shall develop a program which provides incentives for medical  
15 specialists who participate in a health promotion program. The health  
16 promotion program shall emphasize the adoption and maintenance of more  
17 healthy lifestyle behaviors and shall encourage wiser usage of the health care  
18 system.  
19

20 **B. Medical Specialist and Family Dental Coverage.**  
21

- 22 1. **Coverage Options.** Eligible medical specialists may select coverage under any one  
23 of the dental plans offered by the Employer, including health maintenance  
24 organization plans, the State Dental Plan, or other dental plans.  
25
- 26 2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the  
27 following coverage:  
28
- 29 a. **Copayments.** Effective January 5, 2000, the State Dental Plan will cover  
30 allowable charges for the following services subject to the copayments and  
31 coverage limits stated. Higher out-of-pocket costs apply to services obtained  
32 from dental care providers not in the State Dental Plan network. Services  
33 provided through the State Dental Plan are subject to the State Dental Plan's  
34 managed care procedures and principles, including standards of dental  
35 necessity and appropriate practice. The plan shall cover general cleaning two  
36 (2) times per plan year and special cleanings (root or deep cleaning) as  
37 prescribed by the dentist.

1

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

\*Please refer to your Certificate of Coverage for information regarding age limitation for dependent orthodontic care.

- b. **Deductible.** An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan basic and special 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. Income Protection Plan.

1. **Basic Medical Specialist Life, Accidental Death and Dismemberment (AD&D) Coverage, and Disability Insurance.** The Employer agrees to provide and pay for the following coverage in either Plan A or Plan B for all medical specialists eligible for a full or partial 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. A medical specialist 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.

Medical specialists select coverage under either Plan A or Plan B below. Both plans provide Employer paid life and AD&D coverage. Plan A also includes Employer paid disability coverage.

**Plan A:** Employer paid life and AD&D coverage equal to one and one-half times annual salary and disability insurance with a one hundred and fifty (150) calendar day elimination period.

Medical specialists may elect to purchase shorter elimination periods for disability insurance of thirty (30), sixty (60), ninety (90) or one hundred and twenty (120) days.

The disability benefit, after the elimination period, is sixty (60) percent of a medical specialist's salary to a maximum of \$5,000/month.

**Plan B:** Employer paid life and AD&D coverage equal to two times annual salary.

Medical specialists may elect to purchase disability insurance at the medical specialist's own expense. Medical specialists may elect to purchase shorter elimination periods of thirty (30), sixty (60), ninety (90), one hundred and twenty (120) or one hundred and fifty (150) days.

The disability benefit, after the elimination period, is sixty (60) percent of a medical specialist's salary to a maximum of \$5,000/month.

**Disability insurance elimination periods.** Elimination periods can be changed once a year. The Group Benefits Plan brochure for the Income Protection Plan contains information on when changes require evidence of insurability.

2. **Extended Benefits.** A medical specialist who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Medical specialists 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.** Medical specialists 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 medical specialist, if at the time of death the medical specialist 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 a medical specialist 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. **Medical Specialist.** A medical specialist may purchase up to five hundred thousand dollars (\$500,000) of additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new medical specialist may purchase up to two (2) times annual salary or two hundred thousand dollars (\$200,000), whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.
2. **Spouse.** A medical specialist may purchase up to five hundred thousand dollars (\$500,000) of life insurance coverage for his/her spouse, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new medical specialist 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.** A medical specialist 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 Chapter). 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 a medical specialist becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the medical specialist had at the time of disability.
6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a medical specialist who has carried optional life insurance for the five (5) consecutive years immediately preceding the date of the medical specialist'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 medical specialist life insurance in force during that five (5) year period. The medical specialist's post-retirement death benefit shall be effective as of the date of the medical specialist's retirement or the medical specialist reaching age sixty-five (65), whichever is later. Medical specialists who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional medical specialist life insurance to age sixty-five (65) in order to remain eligible for the medical specialist post-retirement death benefit.

A medical specialist who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the medical specialist's retirement or spouse reaching 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 medical specialist's retirement or spouse reaching age sixty-five (65), whichever is later. The medical specialist must continue the full amount of optional spouse life insurance to the date of the medical specialist's retirement or spouse reaching 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 who carries short-term disability and is promoted to a medical specialist position may continue the coverage in force at that time. The medical specialist may decrease or cancel the coverage, but may not increase the coverage.

2. **Long-term Disability Coverage.** An employee who is promoted to a medical specialist position is eligible for long-term disability coverage only through the Income Protection Plan.

**C. Accidental Death and Dismemberment Coverage.** A medical specialist 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. A medical specialist 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 medical specialist.

**D. Continuation of Optional Coverages During Unpaid Leave or Layoff.** A medical specialist who takes an unpaid leave of absence or who is laid off may discontinue premium payments on short-term disability and optional employee, spouse and child life policies during the period of leave or layoff. If the medical specialist returns within one (1) year, the medical specialist shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

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

10  
11 The limitations set forth above do not apply to Family Medical Leave Act (FMLA) leaves.  
12



**Salary Ranges.** The following salary limits shall apply to medical specialists. These limits may be increased or reduced by the Commissioner of Employee Relations once during the life of this plan if salary survey data support such a change. In such an instance, there would be no changes to individual salaries except for any increases required to pay medical specialists at the new base pay rate.

	Base Pay	\$86,300
003530	Medical Specialist 1 Maximum	\$105,000
003531	Medical Specialist 2 Maximum	\$132,200
003532	Medical Specialist 3 Maximum	\$149,200
003533	Medical Specialist 4 Maximum	\$162,400

Medical specialists are assigned to one of the above classes based on criteria developed by each Appointing Authority. (See Chapter 7 for the criteria of the Department of Human Services.) A department-wide medical director may be paid an additional 5% above the maximum of the Medical Specialist 4 range.

**Salary Rates and Limits.** The salary rate for each medical specialist shall be set by the Appointing Authority within the limits of the range to which the medical specialist is assigned.

**Salary Upon Class Change.** Upon promotion, medical specialists may receive salary increases of up to 12% or the midpoint of the salary range of the new class, whichever is greater. An Appointing Authority may grant a larger increase in order to retain qualified medical specialists and/or achieve equitable salary relationships with other medical specialists. Medical specialists moved to a lower class may have their salaries reduced by up to 12%. In either case, the medical specialist's salary must be within the range for the assigned class. There is no salary increase upon a transfer.

**Performance-based Salary Increases.** Medical specialists may advance through their salary ranges on July 1, 1999, and July 1, 2000, based on performance-based salary increases granted by the Appointing Authority. The only non-discretionary increases are those necessary to adjust individual salaries to the new range minimums when the ranges are increased.

A medical specialist may be granted one performance-based increase in the fiscal year, effective not later than the beginning of the first full pay period in January. The increase may be granted as a rate adjustment, in a lump sum payment, or in a combination of these. Increases that would put a medical specialist above the range maximum shall be granted in lump sums only.

The aggregate percentage increase granted to medical specialists in any agency in the fiscal year may not exceed 5% of the total salary base for medical specialists in the agency.

1 **Performance-based Payments and Other Incentive Plans.** Each Appointing Authority may  
2 adopt a formal plan for the administration of lump sum payment programs for medical  
3 specialists covered by this Addendum. The plan may include, but is not limited to:

- 4
- 5 • "achievement award" programs;
- 6 • gain-sharing plans;
- 7 • productivity incentive plans;
- 8 • recognition awards; and
- 9 • project bonuses.

10

11 Expenditures for such programs are the discretion of the Appointing Authority and subject to  
12 the availability of funds. All expenditures shall be in the form of lump sum payments and  
13 shall not be incurred as a continuing obligation. The total expenditure for these programs in  
14 each fiscal year is limited to no more than \$350 times the number of eligible medical  
15 specialists actively employed or on leave and vacancies the Appointing Authority is actively  
16 trying to fill on July 1 of the fiscal year. In agencies with three or fewer medical specialists,  
17 the total expenditure is limited to no more than \$1,400 in each fiscal year.

18

19 **Salary on Return from Leave of Absence.** A medical specialist returning from an approved  
20 leave of absence shall return to the same rate of pay s/he had been receiving at the time the  
21 leave commenced, or at a higher rate with the approval of the Commissioner of Employee  
22 Relations.

23

24 **Work Out of Class Pay.** A medical specialist assigned to perform substantially all of the  
25 duties of a medical director for a period that exceeds ten consecutive work days shall receive  
26 a salary increase as provided in Salary Upon Class Change above.

27

28 **Severance Pay.** A medical specialist shall be entitled to severance pay immediately  
29 following separation from the State service by reason of:

- 30
- 31 • retirement at or after age 65;
- 32 • retirement following 10 or more years of continuous State employment with  
33 immediate entitlement at the time of retirement to an annuity under a State retirement  
34 program;
- 35 • death;
- 36 • layoff other than seasonal;
- 37 • separation other than discharge following 20 or more years of continuous State  
38 employment;
- 39 • separation other than discharge following 10 or more years of continuous State  
40 employment in medical specialist positions; or
- 41 • separation following 5 or more years of continuous State employment as a medical  
42 specialist in the unclassified service.

43

44 Severance pay shall be a sum equal to the medical specialist's regular rate of pay at the time  
45 of separation multiplied by 40% of the medical specialist's first 900 hours of accumulated  
46 but unused sick leave plus 12.5% of the medical specialist's hours in excess of 900.

1 A medical specialist may choose to:

- 2
- 3 • be paid in a lump sum at the time of eligible separation;
- 4 • arrange for a one-time deferred compensation or tax-sheltered annuity deduction,
- 5 provided the medical specialist satisfies all requirements of the administrator of the
- 6 deferred compensation plan or tax-sheltered annuity; or
- 7 • a combination of the above.
- 8

9 For budget reasons, an Appointing Authority may elect to distribute the severance payment  
10 over a period of up to two years from the date of separation. If the medical specialist dies  
11 before all of the severance pay has been disbursed, the balance due shall be paid to a named  
12 beneficiary, if any, or to the medical specialist's estate.

13

14 If the Commissioner determines that it is feasible, the Commissioner may implement a  
15 mechanism to place severance pay in an account to pay a retired medical specialist's health  
16 insurance premiums without tax liability.

17

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

24

25 **Health/Dental Premium Account.** The Employer provides insurance eligible medical  
26 specialists with the option to pay for the medical specialist's portion of health and dental  
27 premiums on a pretax basis as permitted by law or regulation.

28

29 **Medical/Dental Expense Account.** The Employer agrees to allow insurance eligible medical  
30 specialists to participate in a medical and dental expense reimbursement program to cover  
31 co-payments, deductibles, and other medical and dental expenses or expenses for services  
32 not covered by health or dental insurance on a pre-tax basis as permitted by law or  
33 regulation, up to a maximum expenditure of \$5,000 per calendar year.

34

35 **Deferred Compensation.** Each fiscal year, the Employer shall provide a State-paid  
36 contribution to the State deferred compensation program as permitted by M.S. §356.24,  
37 subd. 1, paragraph 4. The State-paid contribution shall be in an amount matching the  
38 medical specialist's contributions on a dollar for dollar basis, not to exceed \$300 per medical  
39 specialist. Once each fiscal year, medical specialists may elect to receive either this  
40 contribution or the conversion of vacation to deferred compensation as provided in Chapter  
41 4.

42

43 **Dependent Care Expense Account.** The Employer provides insurance eligible medical  
44 specialists with the option to participate in a dependent care reimbursement program for  
45 work-related dependent care expenses on a pretax basis as permitted by law or regulation.

46

47 **Study of Pre-tax Parking/Transit Expense Account.** If the Commissioner determines that it is  
48 feasible, the Commissioner may provide medical specialists with the option to participate in a  
49 program to pay work-related parking and transit expenses on a pre-tax basis.

**General.** The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for medical specialists in accord with the provisions of this Chapter, Chapter 9, and Administrative Procedure 4.4 for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses.

**Privately-Owned Vehicles and Aircraft.** A medical specialist shall be reimbursed for the use of privately-owned vehicles and aircraft under the situations and at the rates specified below. In all cases, mileage must be on the most direct route according to Department of Transportation records.

Situation	Rate Per Mile 7/1/99-6/30/01
• Use of personal automobile when a State-owned vehicle is not available.	Federal IRS mileage reimbursement rate
• Use of personal automobile when a State-owned vehicle is available and declined by the medical specialist.	Federal IRS mileage reimbursement rate less \$0.07
• Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	\$.50
• Use of personal aircraft provided that the medical specialist can demonstrate adequate liability coverage under the requirements of M.S. §360.59, subdivision 10, and the Appointing Authority has granted approval for the use of the aircraft.	\$.45
• Use of personal motorcycle or similar two-wheel motorized vehicle.	\$.15

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

In addition to mileage, actual parking fees and toll charges shall be reimbursed. At the sole discretion of the Appointing Authority, medical specialists who normally are not required to travel on state business may be reimbursed for parking at their work location on an incidental basis when they are required to use their personal or a state vehicle for state business and no free parking is provided.

Medical specialists shall not receive mileage reimbursement for commuting between a permanent work location and their home. For each position, the Appointing Authority may designate no more than two permanent work locations, which must be within 35 miles of each other. For purposes of expense reimbursement for trips to temporary work locations, the Appointing Authority shall designate one of the two permanent work locations as the primary location. The Appointing Authority must provide advance written notice of the two locations and the primary location to anyone being appointed to such a position.

When a medical specialist 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 medical specialist's residence to the first stop or from his/her 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 medical specialist's residence or from the last stop to his/her permanent work location.

Medical specialists accepting mobility assignments, as defined in Administrative Procedure 1.1, are not eligible for mileage reimbursement for the trip between their home and the mobility assignment.

**Other Travel Expenses.** Upon approval of the Appointing Authority, medical specialists in travel status may be reimbursed for expenses described below in the amounts actually incurred not to exceed any maximum amounts specified below.

Where anticipated expenses total at least \$50.00, the Appointing Authority shall advance the medical specialist the amount of the anticipated expenses upon the medical specialist's request made a reasonable period of time prior to the travel date. If the amount advanced exceeds the actual expenses, the medical specialist shall return the excess within two weeks of return from travel. The Appointing Authority may issue the medical specialist a state-owned credit card in lieu of a travel advance.

Reimbursable expenses may include, but are not limited to, the following:

- Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class unless authorized by the Appointing Authority and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes be in an amount equal to the cost of the air fare only to those destinations visited for State purposes.
- Meals including tax and a reasonable gratuity. Medical specialists shall be reimbursed for meals under the following conditions:
  1. **Breakfast.** Breakfast reimbursements may be claimed if the medical specialist leaves home before 6:00 a.m. or is away from home overnight.
  2. **Lunch.** Lunch reimbursements may be claimed if the medical specialist is in travel status more than 35 miles away from his/her normal office or is away from home overnight.
  3. **Dinner.** Dinner reimbursements may be claimed if the medical specialist cannot return home until after 7:00 p.m. or is away from home overnight.
  4. **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	\$10.00
Lunch	\$12.00
Dinner	\$20.00

The metropolitan areas are:

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

See Appendix G for details on the boundaries of the above listed metropolitan areas. The higher meal reimbursement rates also apply to any location outside the 48 contiguous United States.

Medical specialists who are in travel status for two or more consecutive meals shall be reimbursed for the actual costs of the meals including tax and a reasonable gratuity, up to the combined maximum amount for the reimbursable meals.

- Hotel and motel accommodations provided that medical specialists exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the medical specialist does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- Actual personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by \$3.00.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00 each week after the first week a medical specialist is in continued travel status.
- Reasonable costs and gratuities for baggage handling.
- Parking fees and toll charges.

**Receipts.** The Appointing Authority may require receipts for any reimbursement requested by a medical specialist under the provisions of this or any other Chapter in this Addendum.

**General Eligibility.** A medical specialist may be reimbursed for relocation expenses only if the medical specialist obtains prior authorization from the Appointing Authority before incurring any reimbursable expenses and only if the medical specialist completes the change of residence within twelve months of the date of appointment or reassignment. The Appointing Authority may approve time extensions in individual situations.

The Appointing Authority and the medical specialist are expected to reach a clear understanding of the relocation expense reimbursement available to the medical specialist before the medical specialist incurs any expenses. The Appointing Authority and the medical specialist shall meet once every 30 calendar days in order to review the medical specialist's progress toward completion of the relocation process as well as actual and anticipated expense claims.

**Mandatory Reimbursement.** An Appointing Authority shall reimburse a medical specialist for up to \$12,500 in relocation expenses as provided in this Chapter if one of the following applies:

- the Appointing Authority requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment more than 35 miles from the medical specialist's present work location; or

An Appointing Authority may authorize payment of more than \$12,500 in individual situations.

**Discretionary Reimbursement.** An Appointing Authority may reimburse a medical specialist for relocation expenses incurred as the result of a work-related move of more than 35 miles from the medical specialist's present work location in situations other than those listed above under Mandatory Reimbursement. The Appointing Authority shall determine the types and total amount of expenses to be reimbursed, within the provisions of this Chapter.

**Covered Expenses.** Reimbursable expenses may include, but are not limited to, the following:

- Realtor's fees on the domicile being sold by the medical specialist or fees required to break a lease on the medical specialist's rented domicile.
- The cost of packing, moving and short-term storage of household goods, subject to the receipt of bids as required by the Procurement Division of the Department of Administration and to the approval of the Appointing Authority prior to any commitment to a mover to either pack or ship the medical specialist's household goods. Neither the State of Minnesota nor any of its agencies shall be responsible for loss or damage to any medical specialist's household goods or personal effects.

- Documented miscellaneous expenses directly related to the move. Such expenses include, but are not limited to, the cost of disconnecting and reconnecting appliances and/or utilities (including the modification of existing gas or electrical service to accommodate the medical specialist's existing appliances); fees related to the purchase or sale of a residence (including, but not limited to, attorney's fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees, and government recording and transfer fees); fees for inspections or other services required by state law or local ordinance; the cost of insurance for property damage during the move; the cost of moving up to two automobiles; or other direct costs associated with the rental or purchase of a new residence.

Reimbursable miscellaneous expenses do not include, among others, rental of the medical specialist's permanent residence, costs of improvements to either the old or the new home, real estate taxes, mortgage interest differential, points, assessments, homeowner association fees, homeowner's or renter's insurance, mortgage insurance, hazard insurance, automobile or driver's license reissue fees, utility or other refundable deposits, long-term boarding of pets and the purchase of new furnishings or personal effects.

- The cost of moving a mobile home if the mobile home is the medical specialist's primary residence.
- Temporary living expenses for the medical specialist under the provisions of Chapter 16, Expense Reimbursement, using one of the following options, which shall be chosen by the Appointing Authority after consultation with the medical specialist:

**Option 1:** Reimbursement for travel expenses, including meals and mileage, for travel between the old and new work locations on a daily basis for up to 90 days or until the date of the move to the new permanent work location, whichever comes first, or

**Option 2:** Reimbursement for actual lodging, meal and other standard travel expenses at the new work location and the cost of return trips to the old work location once a week, for a period ending when the medical specialist moves into his/her new permanent residence, or 90 calendar days after the effective date of the appointment making the medical specialist eligible for relocation, or on a date specified by the Appointing Authority, whichever comes first, or

**Option 3:** Reimbursement for actual lodging, meal and other standard travel expenses at the new work location and the cost of return trips to the old work location once a week until the medical specialist moves into his/her new residence, not to exceed an amount established by the Appointing Authority. The Appointing Authority shall not establish an amount that exceeds the cost of 90 days of reimbursement for meals and reasonable lodging. Reimbursement shall be on the basis of receipts for actual expenses.

Medical specialists may receive reimbursement for expenses under more than one of these options during one relocation with the prior approval of the Appointing Authority, as long as only one option applies to any one week of relocation status. The Appointing Authority may extend the period of reimbursement up to an additional 90 days.



1  
2 Medical specialists receiving reimbursement for temporary living expenses under  
3 either Option 2 or Option 3 may be reimbursed for the short-term rental of an  
4 apartment, house or other residence instead of reimbursement for hotel or motel room  
5 rental with the approval of the Appointing Authority, provided that the rental rate for  
6 the alternative housing is less than or comparable to hotel or motel rates and provided  
7 that the rental residence is available to all potential renters. When reviewing requests  
8 for rental of alternative short-term housing, Appointing Authorities may take into  
9 account the lower cost of groceries for the medical specialist compared to  
10 reimbursement for restaurant meals.

11  
12 Medical specialists receiving reimbursement under Options 2 and 3 shall not receive  
13 reimbursement for daily commuting to work from the temporary residence; however,  
14 they may be reimbursed for "local miles" driven while searching for a new residence.

- 15  
16 • Travel expenses for the medical specialist's spouse to travel twice between the old  
17 and new work locations prior to the time of the move, including meals, mileage and  
18 lodging, not to exceed a total of seven calendar days.
- 19  
20 • Travel expenses for the medical specialist's family from the old work location to the  
21 new work location at the time of the move, consistent with the provisions of Chapter  
22 16 on Expense Reimbursement.
- 23  
24 • At the option of the Appointing Authority, up to \$750.00 for employment assistance  
25 provided to the medical specialist's spouse by an outside job placement agency or  
26 resume preparation service if the spouse was employed in the origin city at the time of  
27 the relocation. Services include skills assessment, resume preparation, coaching in  
28 interview techniques, and job placement assistance.
- 29

30 **Appointing Authority Home Purchase.** When circumstances warrant and when the  
31 Appointing Authority and the Commissioner of the Department of Employee Relations agree  
32 that it is in the best interest of the State, an Appointing Authority may purchase for resale the  
33 current residence of a relocating medical specialist or enter into a contract with a private  
34 company, the Minnesota Department of Transportation, or the Minnesota Department of  
35 Administration to provide the assured sale of the residence. The Appointing Authority shall  
36 bear all financial responsibility arising out of its respective medical specialist relocation  
37 transactions including the costs incurred for contract services.

## *Workers' Compensation; Injured-on-Duty Pay*

---

**Injured-on-Duty Pay.** A medical specialist who incurs a disabling injury in the ordinary course of employment may be eligible for injured-on-duty pay. In order to be eligible for such pay, a medical specialist shall have been acting in a reasonable and prudent manner in compliance with established policies and procedures of the Appointing Authority when the injury was incurred. Such injury must be the direct result of the aggressive, criminal, and/or intentional and overt act of a person or be incurred while attempting to apprehend or take into custody such person. This language is not intended to cover situations of employee-on-employee violence; however, there may be exceptions when the injury is incurred as part of performing one's job duties.

An eligible medical specialist shall receive compensation in an amount equal to the difference between his/her regular rate of pay and benefits paid under workers' compensation. Such injured-on-duty pay shall not exceed an amount equal to 240 times the medical specialist's regular hourly rate of pay per disabling injury, and shall not affect the medical specialist's regular accrued vacation or sick leave.

**Other Job-Related Injuries.** A medical specialist incurring an on-the-job injury shall be paid his/her regular rate of pay for the remainder of the scheduled work day without deduction from vacation or sick leave accruals. A medical specialist who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use accumulated vacation leave, sick leave and/or compensatory leave during an absence resulting from an injury or illness for which a claim for workers' compensation is made or while an award of benefits is pending. Such leave may be used on the following basis:

- The medical specialist retains the workers' compensation benefit check and receives payments from sick leave, vacation leave and/or compensatory leave in an amount which will total his/her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the medical specialist (M.S. §176.021, subdivision 5). The medical specialist shall notify the Appointing Authority in writing of whether and how he/she wishes to supplement his/her workers' compensation check through use of sick leave, vacation leave and/or compensatory time. Sick leave must be exhausted before vacation leave or compensatory time is used.
- Alternatively, the medical specialist retains the workers' compensation benefit check and takes an unpaid medical leave during the time s/he is unable to work.
- A medical specialist shall return from medical leave as provided in Chapter 6 upon appropriate release from workers' compensation status provided the medical specialist is able to perform the work satisfactorily and safely as determined by competent medical authority.

1 **Vacation and Sick Leave Accrual.** An eligible medical specialist receiving workers'  
2 compensation benefits supplemented by vacation leave, sick leave and/or compensatory time  
3 shall accrue vacation and sick leave for the total number of hours compensated by workers'  
4 compensation, sick leave, vacation leave and compensatory time. A medical specialist on  
5 unpaid medical leave does not accrue vacation or sick leave.  
6  
7 **Insurance.** For medical specialists who are off the State payroll due to a work-related injury  
8 or work-related disability, benefits provided under Chapter 14 of this Addendum shall  
9 continue as long as the medical specialist is receiving workers' compensation payments or is  
10 using medical leave.  
11

**Purpose.** The Employer has an obligation to provide reasonable accommodation to individuals qualified under the Americans with Disabilities Act (ADA) and to place medical specialists returning from workers' compensation injuries. The Appointing Authority shall provide these reasonable accommodations in a fair and equitable manner.

**Process.** While considering the medical specialist's request for accommodation, the Appointing Authority shall review other options including, but not limited to, equipment purchase or modification, accessibility improvement, scheduling modifications, and/or restructuring of current position and duties.

At the request of an agency head, the Commissioner of Employee Relations may provide an early retirement incentive for certain medical specialists. To be eligible for the early retirement incentive, the medical specialist must be eligible to retire prior to age 65 and (1) employed in programs that are being permanently eliminated or reduced due to changes in federal or state policies and practices, or (2) employed by the same department in which such programs are being eliminated or reduced and occupying a position that will be refilled by an employee who would otherwise be involuntarily terminated. For purposes of this paragraph, a person retires when the person terminates active employment in State service and applies for a retirement annuity.

Early retirement incentives may be offered for a period of time specified in the commissioner's response to the agency request. The retirement incentive may only include the state-paid hospital, medical and dental benefits to which the medical specialists were entitled at the time of retirement, subject to any changes in benefits or coverages for medical specialists in positions equivalent to those from which they retired. Eligibility for the state-paid contribution to the insurance premiums must cease at the end of the month in which the medical specialist turns 65, chooses not to receive an annuity, or is eligible for employer-paid health or dental insurance from a new employer, whichever occurs first. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State portion of the insurance premium. An incentive plan may specify other conditions for continuation of the State-paid contribution.

# A

## Glossary

---

**"Actively at Work"** means that an employee is in active payroll status and not using paid or unpaid leave.

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

**"Administrative Procedures"** means the Administrative Procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, subdivision 4.

**"Agency"** means a department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

**"Appointing Authority"** means 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.

**"Appointment"** means the act of filling a civil service position.

**"Change in Allocation"** means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.

**"Class" or "Classification"** means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.

**"Classified Service"** means 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."

**"Commissioner"** means the Commissioner of Employee Relations unless otherwise specified.

**"Demotion"** means the downward movement of a medical specialist to a different class which has a maximum salary that is two or more salary steps below the maximum of the current class.

**"Department"** means the Department of Employee Relations unless otherwise specified.

**"E.A.P."** means the 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.

1 **"Eligible List"** means a list of candidates qualified for appointment to a class as provided in  
2 M.S. 43A.10-43A.14.

3  
4 **"Employer"** means, for employees in the Executive Branch and the three retirement systems,  
5 the Department of Employee Relations.

6  
7 **"Employment Condition"** means any limitation on full-time, unlimited employment caused by  
8 the number of hours of work and the appointment status assigned to an employee. Hours of  
9 work may be full-time, part-time, or intermittent. Appointment status may be unlimited,  
10 limited temporary, limited emergency, or seasonal.

11  
12 **"F.M.L.A."** means the Family and Medical Leave Act, a Federal law mandating up to 12  
13 weeks of job protected leave to eligible employees for certain family and/or medical reasons  
14 consistent with the Act, relevant State law and this plan. For more information, see the  
15 Statewide Policy on FMLA.

16  
17 **"Full-time Employee"** means an employee who is normally scheduled to work an average of  
18 80 hours per pay period.

19  
20 **"Garrity Warning"** means a warning given to an employee by an employer during an  
21 employment investigation that requires the employee to either provide information or be  
22 disciplined or discharged for refusing to provide information. If such a warning is given, the  
23 employee may object to the use of such information in a subsequent criminal proceeding on  
24 the basis that a self-incriminating statement was made under duress.

25  
26 **"Initial Entry"** means an individual's first appointment to State service.

27  
28 **"Initial Probationary Period"** means the first probationary period served by an employee  
29 upon entry to the classified service (see Probationary Period).

30  
31 **"Lower Class"** means a class which is a demotion from the medical specialist's current class.  
32 See "Demotion."

33  
34 **"Medical Specialist"** means an exceptionally qualified doctor of medicine whose  
35 compensation is established in accord with M.S. 43A.17, subdivision 4 and Chapter 15 of  
36 this Addendum to the Commissioner's Plan.

37  
38 **"Mobility Assignment"** means a voluntary, limited assignment of a classified medical  
39 specialist to alternative duties within another state agency, governmental jurisdiction, or  
40 private employer, under Administrative Procedure 1.1. See Chapter 9.

41  
42 **"M.S."** means the Minnesota Statutes.

43  
44 **"Pay Period"** means the two week period of time beginning on a specified Wednesday and  
45 ending on the second Tuesday following, which is used for calculating each employee's  
46 wages for that two week period.

47  
48 **"Payroll Status"** means that an employee is receiving payment for hours worked or for hours  
49 on an approved paid leave.

1 **"Part-time Employee"** means an employee who is normally scheduled to work on a regular  
2 and recurring schedule of less than 80 hours in a pay period.

3  
4 **"Permanent Status"** means the state or condition achieved by an employee in the classified  
5 service who has successfully completed an initial probationary period or a probationary  
6 period required following reinstatement or reemployment, or whose probationary period is  
7 waived through specific statutory direction.

8  
9 **"Probationary Period,"** part of the examination process, means a working period following  
10 unlimited appointment to a position in the classified service, during which the employee is  
11 required to demonstrate ability to perform the duties and fulfill the responsibilities of the  
12 position. See Chapter 8.

13  
14 **"Promotion"** means the upward movement of a medical specialist to a different class which  
15 has a salary range maximum which is two or more salary steps higher than the maximum of  
16 the current class or which requires an increase of two or more steps to pay the medical  
17 specialist at the minimum of the new range.

18  
19 **"Provisional"** means an appointment in accord with M.S. 43A.15, subdivision 4, when there  
20 is an urgent reason for filling a vacancy and there are no suitable or available candidates for  
21 appointment. Provisional appointments may not last longer than a maximum of 12 months  
22 except for persons provisionally appointed to medical specialist positions or other positions  
23 requiring licensure or certification.

24  
25 **"Reallocation"** means a reclassification resulting from significant changes over a period of  
26 time in the duties and responsibilities of a position.

27  
28 **"Reassignment"** means the management-directed movement of an employee between two  
29 positions in the same class and agency.

30  
31 **"Recall"** means the reappointment of a medical specialist from a layoff list. See Chapter 10.

32  
33 **"Reclassification"** means changing the assignment of a position to a higher, lower, or  
34 comparable class.

35  
36 **"Recomparison"** means a change in the classification to which a vacant or occupied position  
37 in the unclassified service is compared (allocated). The new job class may be higher, lower,  
38 or equal, but the position and incumbent, if any, remain unclassified.

39  
40 **"Reemployment"** means appointment from the reemployment list of a current or former  
41 permanent or probationary employee laid off, demoted in lieu of layoff, or separated in good  
42 standing from a class, whose written application for consideration for reemployment in the  
43 class has been approved by DOER. An employee must apply for reemployment within 4  
44 years of separation from a class.

45  
46 **"Reinstatement"** means the appointment of a former permanent or probationary employee to  
47 a class within four years of the employee's separation from the class.



1 **"Temporary Employee"** means an employee who is appointed in accord with M.S. 43A.15,  
2 subdivision 3, with a definite ending date. A temporary appointment may not exceed a total  
3 of 12 months in any 24 month period in any one agency.  
4

5 **"Tennessee Warning"** means an explanation required under M.S. 13.04 of the Data Practices  
6 Act when someone is asked to supply private or confidential data to a state agency. The  
7 warning must identify: (a) the purpose and intended use of the data; (b) whether the  
8 individual may refuse or is legally required to supply the requested data; (c) any consequence  
9 arising from supplying/refusing to supply the data; and (d) the identity of persons authorized  
10 by law to receive the data.  
11

12 **"Transfer"** means the lateral movement of a medical specialist to a position in: 1) the same  
13 class in a different agency or organizational unit, or 2) a different class assigned to the same  
14 salary range, or 3) a different class with a salary range maximum less than 2 steps higher than  
15 the maximum of the current class and where the medical specialist's current salary is less  
16 than 2 steps below the minimum of the new class. A transfer to a different class may occur  
17 within an agency or organizational unit or between two different agencies or organizational  
18 units. Reassignment of an employee does not constitute a transfer.  
19

20 **"Unclassified Service"** means all positions specifically designated as not being classified  
21 pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees do not  
22 accrue seniority; do not serve a probationary period; are not subject to the layoff provisions  
23 of this Plan; and may be terminated at will.  
24

25 **"Unlimited"** means an appointment or position is ongoing and has no specified duration.  
26

27 **"U.S.C."** means the United States Code.  
28

29 (Refer also to the definitions contained in M.S. 43A.02 or in Personnel Rules 3900.0400.)  
30

## ***B                      Vacation Leave Proration Schedule***

---

No. Hours Worked/Paid During Pay Period**	Length of Service Requirement					
	0 through 5 years	After 5 through 8 years	After 8 through 10 years	After 10 through 19 years	After 19 through 24 years	After 24 years
Less than 9.5	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1.50	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	2.25	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	3	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	3.75	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	4.50	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	5.25	6.25	6.75	7	7.50	8
At least 79.5	6	7	7.50	8	8.50	9

\*\*For purposes of this Appendix, "hours worked/paid" means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid holidays, and compensatory time off.

## ***C Sick Leave Proration Schedule***

---

<b>Number of hours worked/paid during pay period**</b>	<b>Number of Hours Accrued</b>
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

\*\*For purposes of this Appendix, "hours worked/paid" means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid holidays, and compensatory time off.

D

Holidays

Eligible medical specialists who normally work less than full-time shall have their holiday pay prorated on the following basis:

Hours That Would Have Been Worked During The Pay Period Had There Been No Holiday	Holiday Hours Earned For Each Holiday in the Pay Period
Less than 9½	0
At least 9½ but less than 19½	1
At least 19½ but less than 29½	2
At least 29½ but less than 39½	3
At least 39½ but less than 49½	4
At least 49½ but less than 59½	5
At least 59½ but less than 69½	6
At least 69½ but less than 72	7
At least 72	8

# *Low Cost Health Plan by County - 2000 Insurance Year*

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

# F

## Statutory Appeal Procedure

---

### M.S. §43A.33 GRIEVANCES.

Subdivision 1. Discharge, suspension, demotion for cause, salary decrease. Medical specialists and employees shall attempt to resolve disputes through informal means prior to the initiation of disciplinary action. No permanent employee in the classified service shall be reprimanded, discharged, suspended without pay, or demoted, except for just cause.

Subd. 2. Just cause. For purposes of this section, just cause includes, but is not limited to, consistent failure to perform assigned duties, substandard performance, insubordination, and serious violation of written policies and procedures, provided the policies and procedures are applied in a uniform, nondiscriminatory manner.

Subd. 2a. Abuse. In an arbitration or hearing proceeding involving discipline of an employee for allegedly abusing a resident of a state facility or a state nursing home, "abuse" includes but is not limited to:

(1) Conduct which constitutes abuse under policies or procedures adopted by state hospitals or state nursing homes; or

(2) Any act which constitutes a violation under sections 609.221 to 609.235, 609.322, 609.342, 609.343, 609.344, or 609.345; or

(3) The intentional and nontherapeutic infliction of physical pain or injury, or any persistent course of conduct intended to produce mental or emotional distress.

Subd. 3. Procedures. Procedures for discipline and discharge of employees covered by collective bargaining agreements shall be governed by the agreements. Procedures for employees not covered by a collective bargaining agreement shall be governed by this subdivision and by the commissioner's and medical specialist plans.

(a) For discharge, suspension without pay or demotion, no later than the effective date of such action, a permanent classified employee not covered by a collective bargaining agreement shall be given written notice by the appointing authority. The content of that notice as well as the employee's right to reply to the appointing authority shall be as prescribed in the grievance procedure contained in the applicable plan established pursuant to section 43A.18. The notice shall also include a statement that the employee may elect to appeal the action to the office of administrative hearings within 30 calendar days following the effective date of the disciplinary action. A copy of the notice and the employee's reply, if any, shall be filed by the appointing authority with the commissioner no later than ten calendar days following the effective date of the disciplinary action. The commissioner shall have final authority to decide whether the appointing authority shall settle the dispute prior to the hearing provided under subdivision 4.

(b) For discharge, suspension, or demotion of an employee serving an initial probationary period, and for noncertification in any subsequent probationary period, grievance procedures shall be as provided in the plan established pursuant to section 43A.18.

1 (c) Any permanent employee who is covered by a collective bargaining agreement  
2 may elect to appeal to the chief administrative law judge within 30 days following the  
3 effective date of the discharge, suspension, or demotion if the collective bargaining  
4 agreement provides that option. In no event may an employee use both the procedure under  
5 this section and the grievance procedure available pursuant to sections 179A.01 to 179A.25.  
6

7 Subd. 4. Appeals; public hearings, findings. Within ten days of receipt of the  
8 employee's written notice of appeal, the chief administrative law judge shall assign an  
9 administrative law judge to hear the appeal.

10 The hearing shall be conducted pursuant to the contested case provisions of chapter 14  
11 and the procedural rules adopted by the chief administrative law judge. If the administrative  
12 law judge finds, based on the hearing record, that the action appealed was not taken by the  
13 appointing authority for just cause, the employee shall be reinstated to the position, or an  
14 equal position in another division within the same agency, without loss of pay. If the  
15 administrative law judge finds that there exists sufficient grounds for institution of the  
16 appointing authority's action but the hearing record establishes extenuating circumstances,  
17 the administrative law judge may reinstate the employee, with full, partial, or no pay, or may  
18 modify the appointing authority's action. The administrative law judge's order shall be the  
19 final decision, but it may be appealed according to the provisions of sections 14.63 to 14.68.  
20 Settlement of the entire dispute by mutual agreement is encouraged at any stage of the  
21 proceedings. Any settlement agreement shall be final and binding when signed by all parties  
22 and submitted to the chief administrative law judge of the office of administrative hearings.  
23 Except as provided in collective bargaining agreements the appointing authority shall bear  
24 the costs of the administrative law judge for hearings provided for in this section.  
25

# G

## High Cost Centers for Meal Reimbursement

### Metropolitan Area

### Cities and Counties Included in High Cost Center

Atlanta, GA  
Baltimore, MD  
Boston, MA

Clayton, De Kalb, Fulton, Cobb and Gwinett Counties  
Baltimore and Harford Counties  
Norfolk and Suffolk Counties in Massachusetts and Essex and Middlesex Counties in New Jersey

Chicago, IL  
Cleveland, OH  
Dallas/Fort Worth, TX  
Denver, CO  
Detroit, MI  
Hartford, CT  
Houston, TX  
Kansas City, KS

Du Page, Cook and Lake Counties  
Cuyahoga County  
Dallas and Tarrant Counties  
Denver, Adams, Arapahoe and Jefferson Counties  
Wayne County  
Hartford and Middlesex Counties  
Harris County, LBJ Space Center and Ellington AFB  
Johnson and Wyandotte Counties in Kansas (see also Kansas City, MO)

Kansas City, MO

Clay, Jackson and Platte Counties in Missouri (see also Kansas City, KS)

Los Angeles, CA

Los Angeles, Kern, Orange and Ventura Counties; Edwards AFB; Naval Weapons Center and Ordinance Test Station  
Dade County

Miami, FL  
New Orleans, LA  
New York City, NY

Parishes of Jefferson, Orleans, Plaquemines and St. Bernard  
The Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and the Counties of Nassau, New York, Richmond, Suffolk and Westchester in New York State; Fairfield County in Connecticut; and the Counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union in New Jersey  
The Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia in Pennsylvania and the Counties of Burlington and Gloucester in New Jersey

Philadelphia, PA

Portland, OR  
Saint Louis, MO  
San Diego, CA  
San Francisco, CA  
Seattle, WA  
Washington, D.C.

Multnomah County  
St. Charles and St. Louis Counties  
San Diego County  
San Francisco County  
King County  
Cities of Alexandria, Falls Church, Fairfax; the Counties of Arlington, Loudoun and Fairfax in Virginia; and the Counties of Montgomery and Prince Georges in Maryland



# H

## *Rights to Access and Contest Data*

---

This Appendix explains our understanding of medical specialists' rights, under statute, to access and contest information in personnel and supervisory files. The explanation is for informational purposes only and is not subject to the dispute resolution procedures of this Addendum. The information provided may be affected by future changes in law and rule.

Under the provisions of the Minnesota Data Practices Act, a medical specialist has the right to access personnel data and to authorize release of such data to representatives, provided that the information is specific to the individual making the request and has not been designated as confidential or protected non-public. In State agencies, personnel data on medical specialists are 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 medical specialist on request and in accord with agency procedures. Questions about the contents of these files should be directed to the person responsible for maintaining the data.

Additionally, a medical specialist has the right to formally contest the accuracy or completeness of these data. To exercise this right, the medical specialist must 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 under the Administrative Procedures Act relating to contested cases. Further details are provided in Minnesota Statutes 13.04, subdivision 4, and Minnesota Rules, Chapter 1205. The process is subject to future changes in law and rule. Medical specialists do not have a unilateral right to decide what material should be placed in their personnel files, only to contest whether information placed there by the responsible authority is complete and accurate.