

## Appendix M

### Medical Specialists' Addendum to the 1997-99 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 .....	11
7 -- DHS: Credentialing, Medical Staff Membership and Clinical Privileges .....	15
8 -- Probationary Period .....	17
9 -- Professional Development .....	19
10 -- Layoff, Recall, and Termination of Unclassified Appointments .....	22
11 -- Corrective Action and Discharge .....	24
12 -- Resolution of Disputes - General .....	27
13 -- DHS: Resolution of Disputes - Medical Practices .....	29
14 -- Insurance .....	31
15 -- Salary Administration .....	49
16 -- Expense Reimbursement .....	52
17 -- Relocation Expenses .....	55
18 -- Workers' Compensation; Injured-on-Duty Pay .....	58
19 -- Americans With Disabilities Act .....	60
Appendix A. Glossary .....	61
Appendix B. Vacation Leave Proration Schedule .....	65
Appendix C. Sick Leave Proration Schedule .....	66
Appendix D. Holiday Proration Schedule .....	67
Appendix E. Low-Cost Health Plan by County -- 1998 Insurance Year .....	68
Appendix F. Statutory Appeal Procedure .....	69
Appendix G. High Cost Centers for Meal Reimbursement .....	71
Appendix H. Rights to Access & Contest Data .....	72

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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, 1997, and ending on June 30, 1999. The provisions of Chapter 14 regarding insurance coverage are effective December 24, 1997. The changes in the Vacation Accrual Schedule in Chapter 4 are effective on October 1, 1997. 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, 1999, 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 thirty-five (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 fifteen (15) minutes of straight time pay for each one (1) 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 (4) hours of on-call status on those days and fifteen (15) minutes of straight time pay for each hour thereafter. However, medical specialists employed by the Cambridge Regional Human Services 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 appointments shall not be eligible for the floating holiday.

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

Holiday	1997-98	1998-99
Independence Day	Friday, July 4, 1997	Friday, July 3, 1998
Labor Day	Monday, September 1, 1997	Monday, September 7, 1998
Veterans Day	Tuesday, November 11, 1997	Wednesday, November 11, 1998
Thanksgiving Day	Thursday, November 27, 1997	Thursday, November 26, 1998
Day after Thanksgiving	Friday, November 28, 1997	Friday, November 27, 1998
Christmas	Thursday, December 25, 1997	Friday, December 25, 1998
New Year's	Thursday, January 1, 1998	Friday, January 1, 1999
Martin Luther King Day	Monday, January 19, 1998	Monday, January 18, 1999
Presidents Day	Monday, February 16, 1998	Monday, February 15, 1999
Memorial Day	Monday, May 25, 1998	Monday, May 31, 1999

**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.

**Religious Holidays.** When a religious holiday, not observed as a holiday listed above, falls on a medical specialist's regularly scheduled work day, the medical specialist shall be entitled to that day off to observe the religious holiday.

Time to observe a religious holiday shall be taken without pay unless the medical specialist uses accumulated vacation leave or compensatory time or, by mutual consent with the Appointing Authority, is able to work an equivalent number of hours at some other time during the fiscal year to compensate for the hours lost. A medical specialist shall notify his/her supervisor of his/her intention to observe a religious holiday in advance of the holiday.

1

2 **Work on a Holiday.** A medical specialist who works on a regularly scheduled holiday shall  
3 receive an alternate holiday. The scheduling of such a day shall be by mutual agreement  
4 between the Appointing Authority and the medical specialist.

5

**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.

**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.

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

<b>Length of Service</b>	<b>Hours Per Pay Period</b>
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."

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

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

1. 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 length of service and accumulated vacation leave transferred.
2. 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 position in Minnesota State government shall accrue vacation leave according to the length of service the medical specialist had attained at the time of separation.

1 3. A former Legislator who is appointed to a medical specialist position within four  
2 years of the end of his/her term in the Legislature shall receive full credit for his/her  
3 length of service in the Legislature.

4  
5 4. An employee who is appointed to a medical specialist position within four years of  
6 separation from another public jurisdiction may, at the Appointing Authority's  
7 discretion, transfer length of service credit for purposes of vacation accrual.

8  
9 Medical specialists who qualify under these provisions may have their length of service  
10 adjusted, prospectively only, effective the date they provide documentation of qualifying  
11 previous employment.

12  
13 A medical specialist who has previous public service which has not been credited to his/her  
14 length of service may be granted credit for such service. The medical specialist must submit  
15 documentation of the qualifying service to the Appointing Authority for approval. Any  
16 change in length of service credit shall only affect future leave accrual. The adjusted credit  
17 shall be effective the pay period in which the Appointing Authority approves the request.

18  
19 **Vacation Accumulation.** Vacation leave may be accumulated to any amount provided that,  
20 once during each fiscal year, the medical specialist's balance must be reduced to 275 hours  
21 or less at the end of the payroll period. For this purpose, the medical specialist's balance at  
22 the end of the payroll period is the vacation balance after the deduction of hours used that  
23 pay period and before the addition of vacation hours earned during the pay period. If this is  
24 not accomplished prior to the end of the fiscal year, the medical specialist's balance shall  
25 automatically be reduced to 275 hours.

26  
27 The Commissioner of Employee Relations may temporarily suspend the maximum number of  
28 hours which may be accumulated in emergency situations. Emergencies are defined as  
29 nonrecurring situations that could not be anticipated or planned for.

30  
31 **Vacation Usage.** Vacation leave shall not be used during the pay period in which the hours  
32 are accrued. The Appointing Authority reserves the right to deny the use of vacation leave  
33 based upon job-related organizational needs. Except in emergencies, no medical specialist  
34 shall be required to work during his/her vacation once the vacation request has been  
35 approved.

36  
37 Vacation accrued while on paid leave may be used by the medical specialist with the  
38 approval of the supervisor without returning to work prior to the usage of such accrued  
39 leave.

40  
41 Should a medical specialist become ill or disabled while on vacation, vacation leave may be  
42 changed to sick leave, effective the date of the illness or disability, upon timely notice to the  
43 medical specialist's supervisor.

44  
45 **Vacation Leave Upon Separation.** An eligible medical specialist separated from State service  
46 shall be compensated in cash, at the medical specialist's current rate of pay, for all  
47 accumulated and unused vacation leave at the time of separation up to a maximum of 275  
48 hours. However, the maximum cap shall not apply in situations where the payout is due to  
49 the medical specialist's death. Vacation leave may not be used alone or in combination  
50 with unpaid leave on separation from State service to extend insurance coverage.

1  
2 **Conversion of Accumulated Vacation to Deferred Compensation.** Once each fiscal year,  
3 medical specialists may elect either to convert vacation to deferred compensation or to  
4 receive a State-paid contribution to the State deferred compensation program in an amount  
5 matching the medical specialist's contributions on a dollar for dollar basis not to exceed  
6 \$200 per medical specialist as provided in Chapter 15.  
7

8 If a medical specialist elects to convert a portion of his/her accumulated vacation, the  
9 medical specialist may convert up to 1 hour of vacation for each 3 hours of vacation taken in  
10 the previous fiscal year, provided that a medical specialist may not convert more than 40  
11 hours per fiscal year. Vacation hours donated to other employees, hours lost due to limits on  
12 vacation balances, hours paid off, and hours converted to deferred compensation do not  
13 count as hours taken for purposes of determining how many hours medical specialists may  
14 convert in the next fiscal year. Medical specialists may not convert vacation leave to a  
15 deferred compensation plan during the split pay period which begins in June and ends in  
16 July. Contributions to deferred compensation plans made through the conversion of  
17 vacation hours are subject to all of the rules and regulations of the respective plans.  
18  
19



**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 base rate of four hours per pay period until 900 hours have been accumulated. 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 until 900 hours have been accumulated. After 900 hours have been accumulated, a medical specialist shall accrue sick leave at the rate of two hours per pay period or as provided by Appendix C, and credited to a sick leave bank. A medical specialist whose sick leave balance falls below 900 hours shall again accrue sick leave at the appropriate full- or part-time base rate until his/her accumulation again reaches 900 hours.

Effective January 7, 1998, after 900 hours have been accrued, medical specialists shall continue to accrue sick leave at the rate of four hours per pay period or as provided in Appendix C. Effective at the end of the pay period ending January 6, 1998, the number of hours credited to the medical specialist's sick leave bank shall be multiplied by two.

Medical specialists covered by this Addendum on or after January 7, 1998, and who have not had their sick leave bank doubled under the terms of their previous plan or agreement shall have their bank doubled effective with the date of their appointment to a position covered by this Addendum to the Commissioner's Plan.

**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 and bank, if any, transferred.

If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance and bank shall be transferred in amounts 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 and bank, if any, 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 and bank shall be restored in amounts equal to what the medical specialist would have accumulated under this Plan.

1 A medical specialist who receives severance pay prior to January 7, 1998, and is reinstated  
2 or reappointed on or before January 6, 1998, shall have his/her sick leave balance restored  
3 at 60% of the medical specialist's accumulated but unused sick leave balance (which  
4 balance shall not exceed 900 hours) plus 75% of the medical specialist's accumulated but  
5 unused sick leave bank.

6  
7 A medical specialist who receives severance pay prior to January 7, 1998, but returns to  
8 State service on or after January 7, 1998, shall have his/her sick leave balance restored at  
9 60% of the medical specialist's accumulated but unused sick leave balance (which balance  
10 shall not exceed 900 hours) plus 150% of the medical specialist's accumulated but unused  
11 sick leave bank.

12  
13 A medical specialist who receives severance pay on or after January 7, 1998, shall have  
14 his/her sick leave balance restored at 60% of the medical specialist's accumulated but  
15 unused sick leave balance (which balance shall not exceed 900 hours) plus 87.5% of the  
16 medical specialist's accumulated but unused sick leave bank.

17  
18 **Usage.** Whenever practicable, a medical specialist shall submit a written request for sick  
19 leave in advance of the period of absence. When advance notice is not possible, the  
20 medical specialist shall notify his/her supervisor at the earliest opportunity. A medical  
21 specialist shall be granted paid sick leave to the extent of his/her accumulation for the  
22 following:

- 23  
24     • employee illness or disability;  
25     • medical, chiropractic, or dental care for the medical specialist, dependent child  
26     living in the household, or minor child whether or not the child lives in the same  
27     household as the medical specialist;  
28     • exposure to contagious disease which endangers the health of other persons;  
29     • inability to work during the period of time that the doctor certifies that the medical  
30     specialist is unable to work because of pregnancy or child birth;  
31     • illness or disability of a dependent child who is living in the same household as the  
32     medical specialist; or  
33     • illness or disability of a minor child whether or not the child lives in the same  
34     household as the medical specialist.

35  
36 A medical specialist shall be granted sick leave for such reasonable periods as the medical  
37 specialist's attendance may be necessary for the following:

- 38  
39     • illness or disability of family members or other dependents of the same household;  
40     • birth or adoption of the medical specialist's child, not to exceed three days;  
41     • to arrange for necessary nursing care for members of the family, not to exceed three  
42     days;  
43     • to attend the funeral of a close relative, stepchild, ward, or parent or grandparent of  
44     the spouse for a reasonable period of time, including necessary travel time, but not  
45     for absences to aid bereaved relatives or to attend to the estate of the deceased.

46  
47 When used, sick leave shall be first deducted from the 900 hour sick leave balance. When a  
48 medical specialist has exhausted his/her sick leave balance, additional sick leave taken shall  
49 be deducted from his/her sick leave bank.

50

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

7

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

9 Sick leave accruals earned while on paid leave may be used by the medical specialist with  
10 the approval of the supervisor without returning to work prior to the usage of accrued sick  
11 leave.

12

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

17

**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, but only on call 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 a reserve component of the armed forces of this State or of the United States who are ordered by the appropriate authority to active service or to attend a training program. 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.

- **Emergency leave** in the event of a natural or man-made emergency if determined by the Commissioner of Employee Relations, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the Commissioner of Employee Relations.
- **Athletic leave** in accord with M.S. §15.62 to prepare for and engage in world, Olympic, or Pan American games competition.
- **Blood donation leave** to donate blood at an onsite and Appointing Authority endorsed program.
- **Transition leave**, at the Appointing Authority's discretion, for a medical specialist on notice of permanent layoff. This leave is limited to two (2) calendar weeks, ending at the date of layoff, and is not subject to the Application and Return provisions of this Chapter.

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

- **Disability leave** for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when a medical specialist has exhausted his/her accumulation of sick leave due to an extended illness or injury.
- **Family leave** to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. The leave shall begin on the date requested by the medical specialist but no later than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the family leave. Sick or vacation leave used following the birth of the child will not have the effect of extending the six-month family leave. Upon request, the Appointing Authority may extend the leave up to a maximum of one year.
- **Military leave in accord with 38 U.S.C. §2024(d)** for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the medical specialist being permitted to return to the medical specialist's position with such status, pay, vacation, and sick leave as such medical specialist would have had if the medical specialist had not been absent due to service under §2024(d). The medical specialist must inform his/her Appointing Authority within seven calendar days of receiving notification of duty. Vacation leave may be accumulated to any amount provided that the amount is reduced to 275 hours within two years of the medical specialist's return to State service.

- 1 • **Military leave in accord with M.S. §192.261**, subdivision 1, for entry into active  
2 military service in the armed forces of this State or of the United States for the  
3 period of military service up to five years plus any additional time, in each case, as  
4 the medical specialist may be required to serve pursuant to law. If such leave  
5 results from an order to active service by the appropriate authority, the medical  
6 specialist shall continue to accrue vacation and sick leave during the period of  
7 active service. Vacation leave may be accumulated to any amount provided that  
8 the amount is reduced to 275 hours within 2 years of the medical specialist's return  
9 to State service.
- 10
- 11 • **Political process leave** in accord with M.S. §§202A.135 and 202A.19, subdivision  
12 2, for the purpose of attending a precinct caucus, a meeting of the State central or  
13 executive committee of a major political party if the medical specialist is a member  
14 of the committee, or any convention of major political party delegates including  
15 meetings of official convention committees if the medical specialist is a convention  
16 delegate or alternate, provided that the leave is requested ten days prior to the  
17 leave start date.
- 18
- 19 • **Public office leave** in accord with M.S. §43A.32, subdivision 2, for a medical  
20 specialist in the classified service:
- 21
- 22 - upon assuming an elected Federal or an elected State public office other than  
23 State legislative office; or
- 24
- 25 - if elected to State legislative office, during times the Legislature is in session; or
- 26
- 27 - upon assuming any other elected public office if, in the opinion of the  
28 Commissioner of Employee Relations, the holding of the office conflicts with  
29 the medical specialist's regular State employment; or
- 30
- 31 - at the medical specialist's request upon filing as a candidate for any elected  
32 public office or any time during the course of the medical specialist's  
33 candidacy.
- 34
- 35 • **VISTA or Peace Corps leave** for a period not to exceed four years.
- 36

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

- 39
- 40 • **Salary savings leave** provided that an Appointing Authority shall not hire a  
41 replacement for a medical specialist on temporary leave. A medical specialist on  
42 temporary leave shall, if otherwise eligible, continue to accrue vacation and sick  
43 leave, and shall continue to be eligible for paid holidays and insurance benefits  
44 provided that any holiday pay shall be included in the first paycheck received  
45 following the medical specialist's return from leave.
- 46
- 47 • **Personal leave** for any reason for a period of up to one year subject to annual  
48 renewal at the Appointing Authority's discretion.
- 49

- **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.

**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. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the medical specialist shall be severed from State service. 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.

**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.

# 7 *Department of Human Services:*

## 2 *Credentialing, Medical Staff*

### 3 *Membership, and Clinical Privileges*

---

4  
5  
6 In addition to going through the State's standard selection process, medical specialists in the  
7 Department of Human Services must submit to the credentialing and privileging process  
8 described in detail in each facility's bylaws. The following information is a general  
9 description of those processes that are applicable to each facility and medical specialist  
10 position.

11  
12 **Basic Criteria for Appointment.** The Department of Human Services employs four levels of  
13 medical specialists. Appointment to one of the first three levels is based upon licensure plus  
14 the basic qualifications described below. Appointment to the fourth level is based upon  
15 licensure plus assignment to serve as the facility or Department of Human Services medical  
16 director.

17

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

22

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

28  
29 **Clinical Privileges.** Clinical privileges are granted to a medical specialist to provide specific  
30 patient care services within well-defined limits based on applicable factors including  
31 licensure, education, training, experience, competence, health status and judgment.

32  
33 **Medical Staff Membership.** Medical specialists are admitted to active membership in a  
34 medical staff by the facility's Governing Board, Appointing Authority or Medical Director (as  
35 designated in the appropriate bylaws) upon the recommendation of the Medical Executive  
36 Committee or designee. Active membership is reviewed at least every two years.  
37 Membership may be revoked only upon revocation of privileges, non-certification or  
38 discharge from employment as a medical specialist.



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

- 3
- 4 (1) All candidates for medical specialist positions must first meet the selection criteria  
5 established pursuant to Minn. Stat. §43A.10.
- 6 (2) Candidates for specific positions within the Department of Human Services must submit  
7 information and documents required by the facility Medical Staff, Medical Director and  
8 bylaws.
- 9 (3) The Medical Executive Committee (or other designated authority) of each facility shall  
10 review each candidate's credentials and make a recommendation as to whether the  
11 individual should be hired and admitted to medical staff membership and, if so, the level  
12 and type of privileges to be granted.
- 13 (4) The final decision regarding appointment to medical staff membership and the level and  
14 type of privileges granted shall be made by the Governing Board or its designee, such as  
15 the Appointing Authority or Medical Director.
- 16

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

- 19
- 20 (1) Privileges may be reduced, suspended or revoked as provided in each facility's bylaws.
- 21 (2) A medical specialist whose privileges have been revoked shall be discharged or non-  
22 certified and shall have his/her medical staff membership terminated.
- 23 (3) A medical specialist who is terminated during an initial probationary period or  
24 discharged for any other reason shall have his/her medical staff membership terminated.
- 25 (4) fair hearing procedures for medical specialists whose privileges have been reduced,  
26 suspended or revoked, or whose employment has been terminated for reasons related to  
27 their medical practice are provided in Chapter 13.
- 28

**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.** 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.

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

1 **Failure to Attain Permanent Status.** A medical specialist serving an initial probationary  
2 period may be terminated by the Appointing Authority at any time during the probationary  
3 period and shall have no further rights to State employment. Revocation of privileges based  
4 on non-certification for medical practice reasons may be appealed as provided in Chapter  
5 13. A medical specialist, who has attained permanent status in another class and/or agency  
6 and who is notified by the Appointing Authority that s/he will not be certified to permanent  
7 status in the new class and/or agency, shall be returned to a vacant position in the class and  
8 agency in which the medical specialist served immediately prior to appointment to the new  
9 class and/or agency subject to applicable provisions of collective bargaining agreements and  
10 plans. If there is no vacancy, the layoff provisions (including displacement rights) of the  
11 collective bargaining agreement or plan applicable to the former class and/or agency shall be  
12 applied.

13

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

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

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

26  
27 **Mobility Assignments.** A medical specialist is eligible to participate in a temporary job  
28ange designed to broaden his/her work experience and expand his/her perspectives. A  
29obility assignment may involve moves between State agencies, between the State and other  
30overnmental jurisdictions, or between the State and private organizations. These temporary  
31signments give the medical specialist an opportunity to use, develop, and expand his/her  
32nowledge, skills, and abilities in a different work environment. Assignments are usually  
33full-time for a specified duration. Mobility assignments may be initiated by the medical  
34pecialist or by either employer and require the approval of all three parties. Mobility  
35signments between the State and other employers are governed by Minn. Stat. §§15.51 to  
3615.59.

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

47

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

10

## ***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 (i.e., not serving an initial probationary period and not an unclassified medical specialist on leave from the classified service), 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.

1 **Personnel records.** A medical specialist disciplined under the provisions of this Chapter  
2 **may** submit written statement regarding the action which will be placed in the medical  
3 **specialist's** personnel record. At the request of the medical specialist, a written reprimand or  
4 **written record** of a suspension of ten days or less shall be removed from the medical  
5 **specialist's** personnel record provided that no further corrective action has been taken  
6 **against the** medical specialist for a period of two years following the date of the written  
7 **reprimand** or two years following the date of the suspension.  
8

**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.

**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 in a class is appealable through Step 2 of the Dispute Resolution Procedure below. 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 and medical specialists on initial probation may appeal a suspension or demotion through Step 2 of the Dispute Resolution Procedure below.

(4) Permanent medical specialists, medical specialists on a subsequent probationary period, and medical specialists on an unclassified service leave of absence may appeal a suspension, or demotion 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.

**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 2 below while appealing under the provisions of M.S. §43A.33, subdivisions 3(a) and 4.

1 **Dispute Resolution Procedure.** Disputes shall be resolved in accord with the following  
2 steps; however, at any step the parties may, by mutual agreement, attempt to resolve the  
3 dispute through mediation.  
4

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

13 **Step 2:** The Appointing Authority or his/her designee shall meet with the medical specialist  
14 within seven calendar days following an appeal from Step 1 and shall give the  
15 medical specialist a written answer within 14 calendar days following their  
16 meeting.  
17

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

27 **Step 3b:** A permanent status medical specialist may appeal a suspension, demotion, or  
28 discharge at any step of the Dispute Resolution Procedure to the Office of  
29 Administrative Hearings as provided under M.S. §43A.33, subdivisions 3(a) and 4  
30 (see Appendix F).  
31

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

39 **Authorization of Payment.** Any resolution of a dispute that results in a payment to a medical  
40 specialist must be approved by the Commissioner of Employee Relations as provided in M.S.  
41 § 43A.04, subdivision 6.  
42

## ***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.

**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 and medical specialists on initial probation may be appealed through Step 3a of the Dispute Resolution Procedure below.

(4) Suspension or demotion of permanent medical specialists, medical specialists on a subsequent probationary period, and medical specialists 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 and shall give the medical specialist a written answer within 14 calendar days following their meeting. Alternatively, the Medical Executive Committee may hold a formal hearing if provided in the medical staff bylaws. The Medical Executive Committee or designee shall make a recommendation to the Appointing Authority. 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.

**Step 3a:** The medical specialist may appeal the decision of the Medical Executive Committee or designee in writing to the DHS Medical Director within seven calendar days after the Medical Executive Committee or designee 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. 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, 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. **Job-sharing Medical Specialists.** Consistent with M.S. 43A.44, subdivision 2, a medical specialist in the State job-sharing program may participate in the Group Insurance Program.

2. **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.

3. **Totally Disabled Medical Specialists.** Consistent with M.S. 62A.148, certain totally disabled medical specialists may continue to participate in the Group Insurance Program.

4. **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.

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

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

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

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

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

1

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

7

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

15

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

18

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

21

- 22 1. Medical specialists who are scheduled to work at least forty (40) hours weekly for a  
23 period of nine (9) months or more in any twelve (12) consecutive months.
- 24
- 25 2. Medical specialists who are scheduled to work at least sixty (60) hours per pay  
26 period for twelve (12) consecutive months, but excluding part-time or seasonal  
27 medical specialists serving on less than a seventy-five (75) percent basis.
- 28

29

30 B. **Partial Employer Contribution - Basic Eligibility.** The following medical specialists  
31 covered by this Plan receive the full Employer Contribution for basic life coverage, and  
32 at the medical specialist's option, a partial Employer Contribution for health and dental  
33 coverages. The partial Employer Contribution for health and dental coverages is  
34 seventy-five (75) percent of the full Employer Contribution for employee only coverage  
35 and sixty-five (65) percent of the full Employer Contribution for dependent coverage.  
36 For the 1998 plan year, the partial Employer Contribution for health and dental  
37 coverages is seventy-five (75) percent of the full Employer Contribution for both  
38 employee only and dependent coverage.

39

40 1. **Part-time Medical Specialists.** Medical specialists who hold part-time, unlimited  
41 appointments and who work at least fifty (50) percent of the time but less than  
42 seventy-five (75) percent of the time.

43

44 2. **Seasonal Medical Specialists.** Seasonal medical specialists who are scheduled to  
45 work at least 1044 hours for a period of nine (9) months or more in any twelve (12)  
46 consecutive months.

47

48 The Employer Premium Contribution for medical and dental insurance benefits for  
49 seasonal medical specialists in the 1999 Plan Year shall be the same as the benefits  
50 negotiated in the major bargaining agreements for the 1997-1999 biennium.

1 C. **Special Eligibility.** The following medical specialists also receive an Employer  
2 Contribution:

- 3
- 4 1. **Job-sharing Medical Specialists.** Consistent with M.S. 43A.44, subdivision 2, a  
5 medical specialist in the State job-sharing program receives a pro rata Employer  
6 Contribution according to the share of the job worked. The pro rata Employer  
7 Contribution applies only to health and dental coverages; job-sharing medical  
8 specialists receive the full Employer Contribution for basic life coverage.  
9
- 10 2. **Medical Specialists on Layoff.** A classified medical specialist who receives an  
11 Employer Contribution, who has three (3) or more years of continuous service, and  
12 who has been laid off, remains eligible for an Employer Contribution and all other  
13 benefits provided under this Chapter for six (6) months from the date of layoff.  
14
- 15 3. **Work-related Injury/Disability.** A medical specialist who receives an Employer  
16 Contribution and who is off the State payroll due to a work-related injury or a work-  
17 related disability remains eligible for an Employer Contribution as long as such a  
18 medical specialist receives workers' compensation payments. If such medical  
19 specialist ceases to receive workers' compensation payments for the injury or  
20 disability and is granted a disability leave under Chapter 6, s/he shall be eligible for  
21 an Employer Contribution during that leave.  
22

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

- 24
- 25 1. **General.** A medical specialist who receives a full or partial Employer Contribution  
26 maintains that eligibility as long as the medical specialist meets the Employer  
27 Contribution eligibility requirements, and appears on the State payroll for at least  
28 one full working day during each payroll period. This requirement does not apply  
29 to medical specialists who receive an Employer Contribution while on layoff as  
30 described in Section 3C2, or while eligible for workers' compensation payments as  
31 described in Section 3C3.  
32
- 33 2. **Unpaid Leave of Absence.** If a medical specialist is on an unpaid leave of absence,  
34 then vacation leave, compensatory time, or sick leave cannot be used for the  
35 purpose of maintaining eligibility for an Employer Contribution by keeping the  
36 medical specialist on a State payroll for one (1) working day per pay period.  
37
- 38 3. A medical specialist who is on an approved FMLA or salary savings leave as  
39 provided elsewhere in this plan maintains his/her eligibility.  
40

41 **Section 4. Amount of Employer Contribution.** For medical specialists eligible for an  
42 Employer Contribution as described in Section 3, the amount of the Employer Contribution  
43 will be determined as follows beginning on December 24, 1997. The Employer Contribution  
44 amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.  
45

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

- 2
- 3 1. **Medical Specialist Coverage.** For medical specialist health coverage, the Employer
- 4 contributes an amount equal to the lesser of one hundred (100) percent of the
- 5 medical specialist-only premium of the Low-Cost Health Plan, or the actual medical
- 6 specialist-only premium of the health plan chosen by the medical specialist.
- 7
- 8 2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an
- 9 amount equal to the lesser of ninety (90) percent of the dependent premium of the
- 10 Low-Cost Health Plan, or the actual dependent premium of the health plan chosen
- 11 by the medical specialist.
- 12
- 13 3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan"
- 14 means the health plan with: (1) the lowest family premium rate; and (2) operating
- 15 in the county of the medical specialist's permanent work location. "Family
- 16 premium" is the total of the medical specialist premium and the dependent
- 17 premium.
- 18

19 The Low-Cost Health Plan for each county for the 1998 insurance year is listed in

20 Appendix E. During the 1998 insurance year, the list may be changed only if the

21 Low-Cost Health Plan no longer operates in a county.

22

- 23 4. **Medical Specialist Work Location.** The Employer Contribution for each medical
- 24 specialist is based on the medical specialist's permanent work location on the
- 25 effective date of each new insurance year. If the health plan a medical specialist is
- 26 enrolled in is not available at the new permanent work location, then the Employer
- 27 Contribution changes to the amount in effect at the new permanent work location.
- 28

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

- 30
- 31 1. **Medical Specialist Coverage.** For medical specialist dental coverage, the Employer
- 32 contributes an amount equal to the lesser of one hundred (100) percent of the
- 33 medical specialist premium of the State Dental Plan, or the actual medical specialist
- 34 premium of the dental plan chosen by the medical specialist.
- 35
- 36 2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an
- 37 amount equal to the lesser of fifty (50) percent of the dependent premium of the
- 38 State Dental Plan, or the actual dependent premium of the dental plan chosen by
- 39 the medical specialist.
- 40

- 41 C. **Contribution Formula - Basic Life Coverage.** For medical specialist basic life coverage
- 42 and accidental death and dismemberment coverage, the Employer contributes one-
- 43 hundred (100) percent of the cost.
- 44

1 **Section 5. Coverage Changes and Effective Dates.**

2  
3 **A. When Coverage May Be Chosen.** A medical specialist must make his/her choice of  
4 employee health and dental plans and choice of dependent coverage (if applicable)  
5 within sixty (60) calendar days of the date of initial appointment to an insurance-eligible  
6 position. When health and dental coverage are elected, the medical specialist will  
7 automatically be enrolled in basic life coverage. Medical specialists eligible for a partial  
8 Employer Contribution may elect health and dental coverage within sixty (60) calendar  
9 days of initial employment or during an open enrollment period. Medical specialists  
10 who become eligible for a full Employer Contribution must make their choice of medical  
11 specialist-only health and dental plans and dependent coverage within sixty (60)  
12 calendar days of becoming eligible or be enrolled in the low-cost plan in the county of  
13 the medical specialist's work location. A medical specialist may change his/her health  
14 or dental plan if the medical specialist changes to a new permanent work location and  
15 the medical specialist's current plan is not available at the new work location.

16  
17 A medical specialist who receives notification of a work location change between the  
18 end of an open enrollment period and the beginning of the next insurance year, may  
19 change his/her health or dental plan within thirty (30) calendar days of the date of the  
20 relocation under the same provisions accorded during the last open enrollment period.  
21 A medical specialist may add dependent health or dental coverage following the birth of  
22 a child or dependent grandchild, or following the adoption of a child. In addition, a  
23 medical specialist may add dependent health or dental coverage within thirty (30) days  
24 of the following events:

- 25  
26 1. If a medical specialist becomes married, the medical specialist may add his/her  
27 spouse and any dependent children/grandchildren.  
28  
29 2. If the medical specialist's spouse loses group health or dental coverage, the medical  
30 specialist may add his/her spouse and any dependent children/grandchildren.  
31  
32 3. When a medical specialist acquires their first dependent child, grandchild, or step-  
33 child, the medical specialist may add dependent coverage to cover both the child  
34 and the medical specialist's spouse.

35  
36 **B. When Coverage May Be Canceled.**

37  
38 1. **Dependent Coverage.** A medical specialist may cancel dependent health or  
39 dependent dental coverage outside of open enrollment only in the case of certain  
40 life events that are consistent with the request to cancel coverage. The request to  
41 cancel coverage must be made within sixty (60) days of the event. Life events  
42 include, but are not limited to:

- 43  
44 • loss of dependent status of a sole dependent;  
45 • death of a sole dependent;  
46 • divorce;  
47 • change in employment condition of a medical specialist or spouse; and  
48 • a significant change of spousal insurance coverage (cost of coverage is not  
49 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.

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

- C. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the 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.

- D. **Delay in Coverage Effective Date.**

1. **Health, Dental, and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota Statutes 62A.14 and 62A.141, and children placed for the purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, a medical specialist or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the medical specialist's or dependent's hospital discharge. However, initial medical specialist-only coverage may begin if the medical specialist's dependent is hospitalized.

The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a medical specialist is on an unpaid leave of absence or layoff.

2. **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 December 24, 1997 in the first year of this Plan, and on January 6, 1999 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 health maintenance organization plans, the State Health Plan, or other health plans.
2. **Coverage Under the State Health Plan.** From July 1, 1997 through December 23, 1997, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1997. Effective December 24, 1997, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.

- 1 a. **Services received from, or authorized by, a primary care physician within the**  
2 **primary care clinic.** State Health Plan Point of Service (SHPPPOS) and State  
3 Health Plan Select (SHPS).  
4

5 The following health care services under SHPPPOS and SHPS shall be received  
6 from, or authorized by, a primary care physician within the primary care clinic.  
7 The primary care clinic shall be selected from approved clinics in accordance  
8 with SHPPPOS and SHPS administrative procedures. Higher out-of-pocket costs  
9 as described in 6A2b apply to the following services if not received from, or  
10 authorized by, a primary care physician within the primary care clinic.  
11

- 12 1. **Inpatient hospital services.** One hundred (100) percent coverage.  
13  
14 2. **Outpatient surgery center services.** One hundred (100) percent coverage.  
15  
16 3. **Home health services.** One hundred (100) percent coverage up to a  
17 maximum of five thousand dollars (\$5,000) eligible expenses per person  
18 per year.  
19  
20 4. **X-rays and laboratory tests.** One hundred (100) percent coverage.  
21  
22 5. **Preventive care.** One hundred (100) percent coverage.  
23  
24 6. **Physicians services.** One hundred (100) percent coverage.  
25  
26 7. **Durable medical equipment.** Eighty (80) percent coverage.  
27  
28 b. **Services not authorized by a primary care physician within the primary care**  
29 **clinic.** Coverage under this section 6A2b is only available to individuals who  
30 elect SHPPPOS coverage, and then only under the terms and conditions  
31 outlined in the Certificate of Coverage.  
32

33 For services under 6A2a which are not authorized by a primary care physician  
34 within the primary care clinic in the 1998 and 1999 insurance years:  
35

- 36 • there is a three hundred fifty dollar (\$350) deductible per person with a  
37 maximum deductible per family of seven hundred dollars (\$700).  
38

39 After deductible is satisfied, seventy (70) percent coverage up to a maximum  
40 annual copayment of:  
41

- 42 • three thousand dollars (\$3,000) per person and six thousand dollars  
43 (\$6,000) per family.  
44

45 These deductibles and copayments are separate from the deductibles and  
46 copayments for authorized services under Section 6A2a.  
47



- 1 c. **Special service networks (applies to SHPPOS and SHPS).** The following  
2 services must be received from Special Service network providers in order to be  
3 covered.  
4
- 5 1. **Mental health services - inpatient and outpatient.** One hundred (100)  
6 percent coverage (up to 365 days for inpatient services). No coverage for  
7 services obtained from out-of-network providers under SHPS. Out-of-  
8 network services are available under SHPPOS according to the terms of  
9 the Certificate of Coverage. Services need not be authorized by a primary  
10 care physician within the primary care clinic.  
11
- 12 2. **Chemical dependency services - inpatient and outpatient.** One hundred  
13 (100) percent coverage (up to 365 days for inpatient services). No  
14 coverage for services obtained from out-of-network providers under SHPS.  
15 Out-of-network services are available under SHPPOS according to the  
16 terms of the Certificate of Coverage. Services need not be authorized by a  
17 primary care physician within the primary care clinic.  
18
- 19 3. **Chiropractic services.** One hundred (100) percent coverage. No  
20 coverage for services obtained from out-of-network providers. Services  
21 need not be authorized by a primary care physician within the primary  
22 care clinic. Coverage shall be provided for a minimum of twenty (20)  
23 services or twenty-one (21) calendar days, whichever is greater, per  
24 incident.  
25
- 26 4. **Transplant coverage.** The SHPPOS and SHPS shall provide transplant  
27 coverage, as specified in their respective Certificates of Coverage. No  
28 coverage for services obtained from out-of-network providers.  
29  
30 Referrals for eligible transplant services must be authorized by a primary  
31 care physician within the primary care clinic.  
32
- 33 5. **Cardiac services.** No coverage for non-emergency cardiac services  
34 obtained from out-of-network providers. Referrals for services must be  
35 authorized by a primary care physician within the primary care clinic.  
36
- 37 6. **Home Infusion Therapy.** The SHPPOS and SHPS shall provide Home  
38 Infusion Therapy coverage as specified in their respective Certificates of  
39 Coverage. No coverage for services obtained from out-of-network  
40 providers. Referrals for eligible Home Infusion Therapy services must be  
41 authorized by a primary care physician within the primary care clinic.  
42
- 43 7. **Hospice Benefit.** One hundred (100) percent coverage for services  
44 obtained from in-network providers. Seventy (70) percent coverage for  
45 services obtained from out-of-network providers under SHPPOS.  
46
- 47 d. **Services not requiring authorization by a primary care physician within the**  
48 **primary care clinic.**  
49

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

**1. Prescription drugs.**

- Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
  - If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic.
- a. SHPS. Prescription Drugs. For the 1998 and 1999 insurance years:
- eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.
  - all diabetic supplies, including test tapes and syringes, are covered under the available medical equipment benefit at eighty percent (80%) and are not subject to the thirty-four (34) day or one hundred (100) unit dispensing limitation.
- b. SHPOS. Prescription Drugs. For the 1998 and 1999 insurance years:
- eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply, or a one hundred (100) day supply for approved maintenance drugs;
  - fourteen dollar (\$14) for non-formulary drugs; one hundred (100) percent coverage after copayment.
  - A prescription for a non-formulary drug will be treated as formulary if the physician has written Dispense as Written (DAW) on the prescription.

**Diabetic supplies.**

1. Beginning with the 1992 plan year, any diabetics not included in the "Grandfathered Diabetic Group" described in paragraph 2 below will have diabetic supplies covered as follows:
  - All diabetic supplies, other than test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty-four (34) day or one hundred (100) unit dispensing limitation.

- 1 • Test tapes and syringes: an eight dollar (\$8) copayment for a  
2 thirty-four (34) day supply of each.  
3
- 4 2. For insulin dependent diabetics who have been continuously  
5 enrolled in the State Health Plan since January 1, 1991 and who  
6 were identified as having used these supplies during the period  
7 January 1, 1991 through September 30, 1991 (hereinafter the  
8 "Grandfathered Diabetic Group"), diabetic supplies are covered as  
9 follows:  
10
- 11 • Test tapes and syringes are covered at one hundred (100) percent  
12 for the greater of a thirty-four (34) day supply or one hundred  
13 (100) units when purchased with insulin.  
14
- 15 • All other diabetic supplies, including test tapes and syringes not  
16 dispensed with the purchase of insulin, are covered under the  
17 durable medical equipment benefit at eighty percent (80%) and  
18 are not subject to the thirty-four (34) day or one hundred (100)  
19 unit dispensing limitation.  
20
- 21 2. **Eye exams.** SHPPOS and SHPS. One hundred (100) percent coverage.  
22 (Limited to one routine examination per year.)  
23
- 24 3. **Outpatient emergency and urgicenter services.** SHPPOS and SHPS.  
25 Thirty dollar (\$30) copayment per visit for outpatient emergency visits and  
26 fifteen dollar (\$15) copayment per visit for urgicenter visits that do not  
27 result in hospital admission within twenty-four (24) hours; one hundred  
28 (100) percent coverage thereafter.  
29
- 30 4. **Ambulance.** SHPPOS and SHPS. Eighty (80) percent coverage for eligible  
31 expenses. (Air ambulance paid to ground ambulance coverage limit only,  
32 unless ordered "first response" or if air ambulance is the only medically  
33 acceptable means of transport as certified by the attending physician.)  
34
- 35 e. **Lifetime maximum.** SHPPOS and SHPS. Coverage under the State Health Plan  
36 is subject to a per-person lifetime maximum. The lifetime maximum is two  
37 million dollars (\$2,000,000) for services under 6A2a, 6A2c and 6A2d  
38 combined. The lifetime maximum for services under 6A2b is limited to five  
39 hundred thousand dollars (\$500,000). The five hundred thousand dollar  
40 (\$500,000) maximum which applies under 6A2b is part of, and not in addition  
41 to, the two million dollar (\$2,000,000) lifetime plan maximum.  
42
- 43 3. **Coordination with Workers' Compensation.** When a medical specialist has  
44 incurred an on-the-job injury or an on-the-job disability and has filed a claim for  
45 workers' compensation, medical costs connected with the injury or disability shall  
46 be paid by the medical specialist's health plan, pursuant to M.S. 176.191,  
47 subdivision 3.  
48

1     **4. Health Promotion and Health Education.** The Employer recognizes the value and  
2     importance of health promotion and health education programs. Such programs  
3     can assist medical specialists and their dependents to maintain and enhance their  
4     health, and to make appropriate use of the health care system. To work toward  
5     these goals:

6  
7     a. **Develop Programs.** The Department of Employee Relations will develop and  
8     implement health promotion and health education programs, subject to the  
9     availability of resources. Each Appointing Authority will develop a health  
10    promotion and health education program consistent with the Department of  
11    Employee Relations policy. Program topics shall include but are not limited to  
12    smoking cessation, weight loss, stress management, health education/self-care,  
13    and education on related benefits provided through the State Health Plan and  
14    HMO plans.

15  
16    b. **Health Plan Specification.** The Employer will require health plans participating  
17    in the Group Insurance Program to develop and implement health promotion  
18    and health education programs for State medical specialists and their  
19    dependents.

20  
21    c. **Medical Specialist Participation.** The Employer will assist medical specialists'  
22    participation in health promotion and health education programs. Health  
23    promotion and health education programs that have been endorsed by the  
24    Employer (Department of Employee Relations) will be considered to be non-  
25    assigned job-related training pursuant to Administrative Procedure 21.  
26    Approval for this training is at the discretion of the Appointing Authority and is  
27    contingent upon meeting staffing needs in the medical specialist's absence and  
28    the availability of funds. Medical specialists are eligible for release time,  
29    tuition reimbursement, or a pro rata combination of both. Medical specialists  
30    may be reimbursed for up to one hundred (100) percent of tuition or  
31    registration costs upon successful completion of the program.

32  
33    d. **Health Promotion Incentives.** The Joint Labor-Management Committee on  
34    Health Plans shall develop a program which provides incentives for medical  
35    specialists who participate in a health promotion program. The health  
36    promotion program shall emphasize the adoption and maintenance of more  
37    healthy lifestyle behaviors and shall encourage wiser usage of the health care  
38    system.

39  
40 **B. Medical Specialist and Family Dental Coverage.**

41  
42    1. **Coverage Options.** Eligible medical specialists may select coverage under any one  
43    of the dental plans offered by the Employer, including health maintenance  
44    organization plans, the State Dental Plan, or other dental plans.

45  
46    2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the  
47    following coverage:  
48

- 1 a. **Copayments.** Effective December 24, 1997, the State Dental Plan will cover  
2 allowable charges for the following services subject to the copayments and  
3 coverage limits stated. Higher out-of-pocket costs apply to services obtained  
4 from dental care providers not in the State Dental Plan network. Services  
5 provided through the State Dental Plan are subject to the State Dental Plan's  
6 managed care procedures and principles, including standards of dental  
7 necessity and appropriate practice. The plan shall cover general cleaning two  
8 (2) times per plan year and special cleanings (root or deep cleaning) as  
9 prescribed by the dentist.

10

11 Service	In-Network	Out-of-Network
12 Diagnostic/Preventive	100%	50%
13 Fillings	80%	50%
14 Endodontics	80%	50%
15 Periodontics	80%	50%
16 Oral Surgery	80%	50%
17 Crowns	80%	50%
18 Prosthetics	50%	None
19 Prosthetic Repairs	50%	None
20 Orthodontics*	80%	50%

21  
22  
23  
24  
25  
26  
27  
28  
29  
30

31 (Please refer to your Certificate of Coverage for information regarding age  
32 limitation for dependent orthodontic care.  
33

- 34 b. **Deductible.** An annual deductible of one hundred dollars (\$100) per person  
35 applies to State Dental Plan basic and special services received from out of  
36 network providers. The deductible must be satisfied before coverage begins.  
37
- 38 c. **Annual Maximums.** State Dental Plan coverage is subject to a one thousand  
39 dollar (\$1,000) annual maximum in eligible expenses per person. "Annual"  
40 means per insurance year.  
41

1 C. **Income Protection Plan.**

- 2  
3 1. **Basic Medical Specialist Life, Accidental Death and Dismemberment (AD&D)**  
4 **Coverage, and Disability Insurance.** The Employer agrees to provide and pay for  
5 the following coverage in either Plan A or Plan B for all medical specialists eligible  
6 for a full or partial Employer Contribution, as described in Section 3. Any premium  
7 paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to  
8 a tax liability in accord with Internal Revenue Service regulations. A medical  
9 specialist may decline coverage in excess of fifty thousand dollars (\$50,000) by  
10 filing a waiver in accord with Department of Finance procedures.

11  
12 Medical specialists select coverage under either Plan A or Plan B below. Both plans  
13 provide Employer paid life and AD&D coverage. Plan A also includes Employer  
14 paid disability coverage.

15  
16 **Plan A:** Employer paid life and AD&D coverage equal to one and one-half times  
17 annual salary and disability insurance with a one hundred and fifty (150)  
18 calendar day elimination period.

19  
20 Medical specialists may elect to purchase shorter elimination periods for  
21 disability insurance of thirty (30), sixty (60), ninety (90) or one hundred  
22 and twenty (120) days, based on their accrued sick leave balance.

23  
24 The disability benefit, after the elimination period, is sixty (60) percent of a  
25 medical specialist's salary to a maximum of \$3,500/month.

26  
27 **Plan B:** Employer paid life and AD&D coverage equal to two times annual salary.

28  
29 Medical specialists may elect to purchase disability insurance at the medical  
30 specialist's own expense. Medical specialists may elect to purchase shorter  
31 elimination periods of thirty (30), sixty (60), ninety (90), one hundred and twenty  
32 (120) or one hundred and fifty (150) days based on their accrued sick leave  
33 balance.

34  
35 The disability benefit, after the elimination period, is sixty (60) percent of a medical  
36 specialist's salary to a maximum of \$3,500/month.

37  
38 **Disability insurance elimination periods.** Elimination periods can be changed once  
39 a year. The Group Benefits Plan brochure for the Income Protection Plan contains  
40 information on when changes require evidence of insurability.

- 41  
42 2. **Extended Benefits.** A medical specialist who becomes totally disabled before age  
43 70 shall be eligible for the extended benefit provisions of the life insurance policy  
44 until age 70. Current recipients of extended life insurance shall continue to receive  
45 such benefits under the terms of the policy in effect prior to July 1, 1983.

- 1       3. **Additional Death Benefit.** Medical specialists who retire on or after July 1, 1985,  
2 shall be entitled to a five hundred dollar (\$500) death benefit payable to a  
3 beneficiary designated by the medical specialist, if at the time of death the medical  
4 specialist is entitled to an annuity under a State retirement program. A five hundred  
5 dollar (\$500) cash death benefit shall also be payable to the designated beneficiary  
6 of a medical specialist who becomes totally and permanently disabled on or after  
7 July 1, 1985, and who at the time of death is receiving a State disability benefit and  
8 is eligible for a deferred annuity under a State retirement program.  
9

10 **Section 7. Optional Coverages.** A medical specialist who takes an unpaid leave of absence  
11 or who is laid off may discontinue premium payments on short-term disability and optional  
12 employee, spouse and child life policies during the period of leave or layoff. If the medical  
13 specialist returns within one (1) year, the medical specialist shall be permitted to pick up all  
14 optionals held prior to the leave or layoff. For purposes of reinstating such optional  
15 coverages, the following limitations shall be applicable.  
16

- 17       1. For the first twenty four (24) months of short-term disability coverage after such a  
18 period of leave or layoff, any such disability coverage shall exclude coverage for  
19 certain pre-existing conditions. For disability purposes, a pre-existing condition is  
20 defined as any disability which is caused by, or results from, any injury, sickness or  
21 pregnancy which occurred, was diagnosed, or for which medical care was received  
22 during the period of leave or layoff. In addition, any pre-existing condition  
23 limitations that would have been in effect under the policy but for the  
24 discontinuance of coverage shall continue to apply as provided in the policy.  
25
- 26       2. For the first twenty four (24) months of optional life coverage after such a period of  
27 leave or layoff, any such optional life coverage shall exclude coverage for certain  
28 pre-existing conditions. For optional life purposes, any death which is caused by,  
29 or results from any injury or sickness which occurred, was diagnosed, or for which  
30 medical care was received during the period of leave or layoff shall be excluded  
31 from coverage for such twenty-four (24) month period.  
32

33 The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA)  
34 leaves.  
35

36 **A. Life Coverage.**  
37

- 38       1. **Medical Specialist.** A medical specialist may purchase up to three hundred  
39 thousand dollars (\$300,000) of additional life insurance, in increments established  
40 by the Employer, subject to satisfactory evidence of insurability. Upon initial  
41 appointment to state service, a new medical specialist may purchase up to two (2)  
42 times annual salary or two hundred thousand dollars (\$200,000), whichever is less,  
43 in optional employee life coverage within sixty (60) calendar days of hire without  
44 evidence of insurability.  
45

2. **Spouse.** A medical specialist may purchase up to three hundred thousand dollars (\$300,000) 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. **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.
5. **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 ten (10) 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 ten (10) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the 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.



1 B. **Disability Coverage.**

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

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.

**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
Medical Specialist 1 Maximum	\$105,000
Medical Specialist 2 Maximum	\$132,200
Medical Specialist 3 Maximum	\$149,200
Medical Specialist 4 Maximum	\$162,400

Medical specialists are assigned to one of the above classes based on criteria developed by each Appointing Authority. A department-wide medical director may be paid an additional five (5) percent 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 twelve (12) percent 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 twelve (12) percent. 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, 1997, and July 1, 1998, 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 five percent (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 develop policies for the administration of lump sum payment programs for medical  
3 specialists covered by this Addendum. These policies may include, but are 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. The Appointing Authority shall submit its policy to the  
13 Commissioner of Employee Relations for review for form and legality prior to  
14 implementation. All expenditures shall be in the form of lump sum payments and shall not  
15 be incurred as a continuing obligation. The total expenditure for these programs in each  
16 fiscal year is limited to no more than \$350 times the number of eligible medical specialists  
17 actively employed or on leave and vacancies the Appointing Authority is actively trying to  
18 fill on July 1 of the fiscal year. In agencies with three or fewer medical specialists, the total  
19 expenditure is limited to no more than \$1,400 in each fiscal year.

20

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

25

26 **Work Out of Class Pay.** A medical specialist assigned to perform substantially all of the  
27 duties of a medical director for a period that exceeds ten (10) consecutive work days shall  
28 receive a salary increase as provided in Salary Upon Class Change above.

29

30 **Severance Pay.** A medical specialist shall be entitled to severance pay upon separation from  
31 the State service by reason of:

32

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

45

46 Severance pay shall be a sum equal to the medical specialist's regular rate of pay at the time  
47 of separation multiplied by 40% of the medical specialist's accumulated but unused sick  
48 leave balance at the time of separation, not to exceed 900 hours. If necessary, hours shall be  
49 transferred from the sick leave bank to attain the 900 hour maximum.

50

1 In addition, medical specialists who separate prior to January 7, 1998, shall receive 25% of  
2 the hours in the medical specialist's sick leave bank (hours in excess of 900) times the  
3 medical specialist's regular rate of pay at the time of separation. Medical specialists who  
4 separate on or after January 7, 1998, shall receive 12.5% of the medical specialist's hours in  
5 the sick leave bank (hours in excess of 900) times the medical specialist's regular rate of pay  
6 at the time of separation.

7  
8 A medical specialist may choose to:

- 9
- 10 • be paid in a lump sum at the time of eligible separation;
- 11 • arrange for a one-time deferred compensation or tax-sheltered annuity deduction,
- 12 provided the medical specialist satisfies all requirements of the administrator of the
- 13 deferred compensation plan or tax-sheltered annuity; or
- 14 • a combination of the above.
- 15

16 An Appointing Authority may elect to distribute the severance payment over a period of up  
17 to two years from the date of separation. If the medical specialist dies before all of the  
18 severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if  
19 any, or to the medical specialist's estate.

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

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

31  
32 **Medical/Dental Expense Account.** The Employer agrees to allow medical specialists to  
33 cover co-payments, deductibles, and other medical and dental expenses or expenses for  
34 services not covered by health or dental insurance as permitted by law or regulation, up to a  
35 maximum expenditure of \$5,000 per insurance year.

36  
37 **Deferred Compensation.** Each fiscal year, the Employer shall provide a State-paid  
38 contribution to the State deferred compensation program as permitted by M.S. §356.24,  
39 subd. 1, paragraph 4. The State-paid contribution shall be in an amount matching the  
40 medical specialist's contributions on a dollar for dollar basis, not to exceed \$200 per  
41 medical specialist. Medical specialists may elect to receive either this contribution or the  
42 conversion of vacation to deferred compensation as provided in Chapter 4.

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

**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		
	7/1/97- 1/6/98	1/7/98- 1/5/99	1/6/99- 6/30/99
• Use of personal automobile when a State-owned vehicle is not available.	\$ .27	\$ .29	\$ .31
• Use of personal automobile when a State-owned vehicle is available and declined by the medical specialist.	\$ .21	\$ .23	\$ .24
• Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	\$ .40	\$ .50	\$ .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.	\$ .43	\$ .45	\$ .45
• Use of personal motorcycle or similar two-wheel motorized vehicle.	\$ .13	\$ .15	\$ .15

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.

**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.

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

7  
8 Reimbursable expenses may include, but are not limited to, the following:

- 9  
10 • Commercial transportation (air, taxi, rental car, etc.) provided that no air  
11 transportation shall be by first class unless authorized by the Appointing Authority  
12 and that reimbursement for travel which includes more than one destination visited  
13 for State purposes and non-State purposes be in an amount equal to the cost of the  
14 air fare only to those destinations visited for State purposes.  
15  
16 • Meals including tax and a reasonable gratuity. Medical specialists shall be  
17 reimbursed for meals under the following conditions:

- 18  
19 1. **Breakfast.** Breakfast reimbursements may be claimed if the medical specialist  
20 leaves home before 6:00 a.m. or is away from home overnight.  
21 2. **Lunch.** Lunch reimbursements may be claimed if the medical specialist is in  
22 travel status more than 35 miles away from his/her normal office or is away  
23 from home overnight.  
24 3. **Dinner.** Dinner reimbursements may be claimed if the medical specialist  
25 cannot return home until after 7:00 p.m. or is away from home overnight.  
26 4. **Reimbursement Amount.** Except for the metropolitan areas listed below, the  
27 maximum reimbursement for meals including tax and gratuity shall be:

28  
29

Breakfast	\$ 7.00
Lunch	\$ 9.00
Dinner	\$15.00

30  
31  
32

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

34

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$20.00

35  
36  
37  
38

39 The metropolitan areas are:

40

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.

41  
42  
43  
44  
45  
46  
47  
48  
49

1 See Appendix G for details on the boundaries of the above listed metropolitan  
2 areas. The higher meal reimbursement rates also apply to any location outside the  
3 48 contiguous United States.  
4

5 Medical specialists who are in travel status for two or more consecutive meals shall  
6 be reimbursed for the actual costs of the meals including tax and a reasonable  
7 gratuity, up to the combined maximum amount for the reimbursable meals.  
8

- 9 • Hotel and motel accommodations provided that medical specialists exercise  
10 good judgment in incurring lodging costs and that charges are reasonable and  
11 consistent with the facilities available.  
12
- 13 • All work-related long distance telephone calls provided that the medical  
14 specialist does not have a State telephone credit card or is unable to bill the  
15 call to the office telephone number.  
16
- 17 • Actual personal telephone call charges. The maximum reimbursement for  
18 each trip shall be the result of multiplying the number of nights away from  
19 home by \$3.00.  
20
- 21 • Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00  
22 each week after the first week a medical specialist is in continued travel status.  
23
- 24 • Reasonable costs and gratuities for baggage handling.  
25
- 26 • Parking fees and toll charges.  
27

28 **Receipts.** The Appointing Authority may require receipts for any reimbursement requested  
29 by a medical specialist under the provisions of this or any other Chapter in this Addendum.  
30

**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 to a new position 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.

It is recommended that the medical specialist seek prior authorization from the Appointing Authority even though it is not required.

**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.



1 • The cost of packing, moving and short-term storage of household goods, subject to  
2 the receipt of bids as required by the Procurement Division of the Department of  
3 Administration and to the approval of the Appointing Authority prior to any  
4 commitment to a mover to either pack or ship the medical specialist's household  
5 goods. Neither the State of Minnesota nor any of its agencies shall be responsible  
6 for loss or damage to any medical specialist's household goods or personal effects.  
7

8 • Documented miscellaneous expenses directly related to the move. Such expenses  
9 include, but are not limited to, the cost of disconnecting and reconnecting  
10 appliances and/or utilities (including the modification of existing gas or electrical  
11 service to accommodate the medical specialist's existing appliances); fees related  
12 to the purchase or sale of a residence (including, but not limited to, attorney's fees,  
13 loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit  
14 report fees, and government recording and transfer fees); fees for inspections or  
15 other services required by state law or local ordinance; the cost of insurance for  
16 property damage during the move; the cost of moving up to two automobiles; or  
17 other direct costs associated with the rental or purchase of a new residence.  
18

19 Reimbursable miscellaneous expenses do not include, among others, rental of the  
20 medical specialist's permanent residence, costs of improvements to either the old  
21 or the new home, real estate taxes, mortgage interest differential, points,  
22 assessments, homeowner association fees, homeowner's or renter's insurance,  
23 mortgage insurance, hazard insurance, automobile or driver's license reissue fees,  
24 utility or other refundable deposits, long-term boarding of pets and the purchase of  
25 new furnishings or personal effects.  
26

27 • The cost of moving a mobile home if the mobile home is the medical specialist's  
28 primary residence.  
29  
30 • Temporary living expenses for the medical specialist under the provisions of  
31 Chapter 16, Expense Reimbursement, using one of the following options, which  
32 shall be chosen by the Appointing Authority after consultation with the medical  
33 specialist:  
34

35 **Option 1:** Reimbursement for travel expenses, including meals and mileage, for  
36 travel between the old and new work locations on a daily basis for up to 90 days or  
37 until the date of the move to the new permanent work location, whichever comes  
38 first, or  
39

40 **Option 2:** Reimbursement for actual lodging, meal and other standard travel  
41 expenses at the new work location and the cost of return trips to the old work  
42 location once a week, for a period ending when the medical specialist moves into  
43 his/her new permanent residence, or 90 calendar days after the effective date of the  
44 appointment making the medical specialist eligible for relocation, or on a date  
45 specified by the Appointing Authority, whichever comes first, or  
46

**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.

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

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

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

**Third Party Home Purchase Plans.** With the approval of the Commissioner of Employee Relations, an Appointing Authority may enter into a contract with a relocation company for the purpose of providing the assured sale of a medical specialist's current residence when the medical specialist is relocating from a depressed housing market.

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

---

3  
4  
5 **Injured-on-Duty Pay.** A medical specialist who incurs a disabling injury in the ordinary  
6 course of employment may be eligible for injured-on-duty pay. In order to be eligible for  
7 such pay, a medical specialist shall have been acting in a reasonable and prudent manner in  
8 compliance with established policies and procedures of the Appointing Authority when the  
9 injury was incurred. Such injury must be the direct result of the aggressive, criminal, and/or  
10 intentional and overt act of a person or be incurred while attempting to apprehend or take  
11 into custody such person. This language is not intended to cover situations of employee-on-  
12 employee violence; however, there may be exceptions when the injury is incurred as part of  
13 performing one's job duties.

14  
15 An eligible medical specialist shall receive compensation in an amount equal to the  
16 difference between his/her regular rate of pay and benefits paid under workers'  
17 compensation. Such injured-on-duty pay shall not exceed an amount equal to 240 times the  
18 medical specialist's regular hourly rate of pay per disabling injury, and shall not affect the  
19 medical specialist's regular accrued vacation or sick leave.

20  
21 **Other Job-Related Injuries.** A medical specialist incurring an on-the-job injury shall be paid  
22 his/her regular rate of pay for the remainder of the scheduled work day without deduction  
23 from vacation or sick leave accruals. A medical specialist who incurs a compensable illness  
24 or injury and receives workers' compensation benefits may elect to use accumulated  
25 vacation or sick leave or both during an absence resulting from an injury or illness for which  
26 a claim for workers' compensation is made or while an award of benefits is pending. Such  
27 leave may be used on the following basis:

- 28  
29 • The medical specialist retains the workers' compensation benefit check and  
30 receives payments from sick leave and vacation leave accruals in an amount which  
31 will total his/her regular gross pay for the period of time involved provided that the  
32 total rate of compensation shall not exceed the regular compensation of the  
33 medical specialist (M.S. §176.021, subdivision 5); or
- 34  
35 • The medical specialist retains the workers' compensation benefit check and takes  
36 an unpaid workers' compensation leave during the time s/he is unable to work.
- 37  
38 • A medical specialist shall return from workers' compensation leave as provided in  
39 Chapter 6 upon appropriate release from workers' compensation status provided  
40 the medical specialist is able to perform the work satisfactorily and safely as  
41 determined by competent medical authority.

42  
43 **Vacation and Sick Leave Accrual.** An eligible medical specialist receiving workers'  
44 compensation benefits supplemented by vacation and/or sick leave accruals shall accrue  
45 vacation and sick leave for the total number of hours compensated by workers'  
46 compensation, sick leave, and vacation leave. A medical specialist on unpaid workers'  
47 compensation leave does not accrue vacation or sick leave.

1 **Insurance.** For medical specialists who are off the State payroll due to a work-related injury  
2 or work-related disability, benefits provided under Chapter 14 of this Addendum shall  
3 continue as long as the medical specialist is receiving workers' compensation payments or is  
4 using disability leave.  
5

2  
3  
4 **Purpose.** The Employer has an obligation to provide reasonable accommodation to  
5 individuals qualified under the Americans with Disabilities Act (ADA) and to place medical  
6 specialists returning from workers' compensation injuries. The Appointing Authority shall  
7 provide these reasonable accommodations in a fair and equitable manner.

8  
9 **Process.** While considering the medical specialist's request for accommodation, the  
10 Appointing Authority shall review other options including, but not limited to, equipment  
11 purchase or modification, accessibility improvement, scheduling modifications, and/or  
12 restructuring of current position and duties.  
13

# A

## Glossary

---

**"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, that the same tests of fitness may be used to recruit employees, 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.

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

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

5  
6 **"F.M.L.A."** means the Family and Medical Leave Act, a Federal law mandating up to 12  
7 weeks of job protected leave to eligible employees for certain family and/or medical reasons  
8 consistent with the Act, relevant State law and this plan. For more information, see the  
9 Statewide Policy on FMLA.

10  
11 **"Full-time Employee"** means an employee who is normally scheduled to work an average of  
12 80 hours per pay period.

13  
14 **"Garrity Warning"** means a warning given to an employee by an employer during an  
15 employment investigation that requires the employee to either provide information or be  
16 disciplined or discharged for refusing to provide information. If such a warning is given, the  
17 employee may object to the use of such information in a subsequent criminal proceeding on  
18 the basis that a self-incriminating statement was made under duress.

19  
20 **"Initial Entry"** means an individual's first appointment to State service.

21  
22 **"Initial Probationary Period"** means the first probationary period served by an employee  
23 upon entry to the classified service (see Probationary Period).

24  
25 **"Lower Class"** means a class which is a demotion from the medical specialist's current class.  
26 See "Demotion."

27  
28 **"Medical Specialist"** means an exceptionally qualified doctor of medicine whose  
29 compensation is established in accord with M.S. 43A.17, subdivision 4 and Chapter 15 of  
30 this Addendum to the Commissioner's Plan.

31  
32 **"Mobility Assignment"** means a voluntary, limited assignment of a classified medical  
33 specialist to alternative duties within another state agency, governmental jurisdiction, or  
34 private employer, under Administrative Procedure 1.1. See Chapter 9.

35  
36 **"M.S."** means the Minnesota Statutes.

37  
38 **"Pay Period"** means the two week period of time beginning on a specified Wednesday and  
39 ending on the second Tuesday following, which is used for calculating each employee's  
40 wages for that two week period.

41  
42 **"Payroll Status"** means that an employee is receiving payment for hours worked or for hours  
43 on an approved paid leave.

44  
45 **"Part-time Employee"** means an employee who is normally scheduled to work on a regular  
46 and recurring schedule of less than 80 hours in a pay period.

47

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

5  
6 **"Probationary Period,"** part of the examination process, means a working period following  
7 unlimited appointment to a position in the classified service, during which the employee is  
8 required to demonstrate ability to perform the duties and fulfill the responsibilities of the  
9 position. See Chapter 8.

10  
11 **"Promotion"** means the upward movement of a medical specialist to a different class which  
12 has a salary range maximum which is two or more salary steps higher than the maximum of  
13 the current class or which requires an increase of two or more steps to pay the medical  
14 specialist at the minimum of the new range.

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

21  
22 **"Reallocation"** means a reclassification resulting from significant changes over a period of  
23 time in the duties and responsibilities of a position.

24  
25 **"Reassignment"** means the management-directed movement of an employee between two  
26 positions in the same class and agency.

27  
28 **"Recall"** means the reappointment of a medical specialist from a layoff list. See Chapter 10.

29  
30 **"Reclassification"** means changing the assignment of a position to a higher, lower, or  
31 comparable class.

32  
33 **"Reemployment"** means appointment from the reemployment list of a current or former  
34 permanent or probationary employee laid off, demoted in lieu of layoff, or separated in good  
35 standing from a class, whose written application for consideration for reemployment in the  
36 class has been approved by DOER. An employee must apply for reemployment within 4  
37 years of separation from a class.

38  
39 **"Reinstatement"** means the appointment of a former permanent or probationary employee to  
40 a class within four years of the employee's separation from the class.

41  
42 **"Temporary Employee"** means an employee who is appointed in accord with M.S. 43A.15,  
43 subdivision 3, with a definite ending date. A temporary appointment may not exceed a total  
44 of 12 months in any 24 month period in any one agency.

45



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

7  
8 **"Transfer"** means the lateral movement of a medical specialist to a position in: 1) the same  
9 class in a different agency or organizational unit, or 2) a different class assigned to the same  
10 salary range, or 3) a different class with a salary range maximum less than 2 steps higher than  
11 the maximum of the current class and where the medical specialist's current salary is less  
12 than 2 steps below the minimum of the new class. A transfer to a different class may occur  
13 within an agency or organizational unit or between two different agencies or organizational  
14 units. Reassignment of an employee does not constitute a transfer.

15  
16 **"Unclassified Service"** means all positions specifically designated as not being classified  
17 pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees do not  
18 accrue seniority; do not serve a probationary period; are not subject to the layoff provisions  
19 of this Plan; and may be terminated at will.

20  
21 **"Unlimited"** means an appointment or position is ongoing and has no specified duration.

22  
23 **"U.S.C."** means the United States Code.

24  
25 (Refer also to the definitions contained in M.S. 43A.02 or in Personnel Rules 3900.0400.)

26

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

Length of Service Requirement						
No. Hours Worked During Pay Period	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

**C**

***Sick Leave Proration Schedule***

<b>Number of hours worked during pay period</b>	<b>Less than 900 hours</b>	<b>900 hours and maintained before January 7, 1998</b>	<b>900 hours and maintained after January 6, 1998</b>
Less than 9.5	0	0	0
At least 9.5, but less than 19.5	.75	.25	.75
At least 19.5, but less than 29.5	1	.50	1
At least 29.5, but less than 39.5	1.50	.75	1.50
At least 39.5, but less than 49.5	2	1	2
At least 49.5, but less than 59.5	2.50	1.25	2.50
At least 59.5, but less than 69.5	3	1.50	3
At least 69.5, but less than 79.5	3.50	1.75	3.50
At least 79.5	4	2	4

**D**

***Holidays***

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

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

# **E** *Low Cost Health Plan by County - 1998 Insurance Year*

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

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

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

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

26

# G

## High Cost Centers for Meal Reimbursement

### Metropolitan Area

### Areas Included in High Cost Center

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

Clayton, De Kalb, Fulton, Cobb and Gwinnett Counties  
Baltimore and Harford Counties  
Suffolk County  
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  
Johnson and Wyandotte Counties (see also Kansas City, MO)  
Clay, Jackson and Platte Counties (see also Kansas City, KS)  
Los Angeles, Kern, Orange and Ventura Counties; Edwards  
AFB; Naval Weapons Center and Ordinance Test Station  
Dade County  
Parishes of Jefferson, Orleans, Plaquemines and St. Bernard  
The Boroughs of the Bronx, Brooklyn, Manhattan, Queens,  
Staten Island and Nassau and Suffolk Counties  
Philadelphia County and the City of Bala Cynwyd in  
Montgomery County  
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



2

3

4

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

9

10 Under the provisions of the Minnesota Data Practices Act, a medical specialist has the right  
11 to access personnel data and to authorize release of such data to representatives, provided  
12 that the information is specific to the individual making the request and has not been  
13 designated as confidential or protected non-public. In State agencies, personnel data on  
14 medical specialists are maintained by Human Resource Offices and management/supervisory  
15 staff. The contents of these personnel files, other than any data designated as confidential or  
16 protected non-public, shall be disclosed to the medical specialist on request and in accord  
17 with agency procedures. Questions about the contents of these files should be directed to  
18 the person responsible for maintaining the data.

19

20 Additionally, a medical specialist has the right to formally contest the accuracy or  
21 completeness of these data. To exercise this right, the medical specialist must notify the  
22 responsible authority in writing describing the nature of the disagreement. Within 30 days,  
23 the responsible authority must either 1) correct the data found to be inaccurate or  
24 incomplete or 2) notify the individual that they believe the data to be correct. This  
25 determination may then be appealed under the Administrative Procedures Act relating to  
26 contested cases. Further details are provided in Minnesota Statutes 13.04, subdivision 4, and  
27 Minnesota Rules, Chapter 1205. The process is subject to future changes in law and rule.  
28 Medical specialists do not have a unilateral right to decide what material should be placed  
29 in their personnel files, only to contest whether information placed there by the responsible  
30 authority is complete and accurate.

31

32