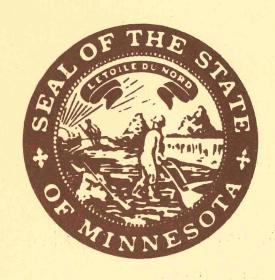


COLLECTIVE BARGAINING AGREEMENT



State of Minnesota and

Minnesota State Employees Union AFSCME, Council 6, AFL-CIO

August 11, 1981 - June 30, 1983

For more information contact:

Minnesota Department of Employee Relations
Labor Relations Bureau

3rd Floor, Space Center Building

444 Lafayette Road

St. Paul, Minnesota 55101 612/296-2516

TABLE OF CONTENTS

ARTICLE I - Preamble	
ARTICLE II - Recognition	. 1
ARTICLE III - Union Security	. 1
ARTICLE IV - Seniority	. 2
ARTICLE V - Hours of Work	. 3
ARTICLE VI — Overtime	
ARTICLE VII — Holidays	
ARTICLE VIII — Vacation Leave	
ARTICLE IX — Sick Leave	
ARTICLE X — Leave of Absence	
ARTICLE XI — Job Safety	
ARTICLE XII — Vacancies, Filling of Positions	
ARTICLE XIII - Promotional Ratings	
ARTICLE XIV – Transfers Between Agencies	
ARTICLE XV — Layoff and Recall	
ARTICLE XVI — Discipline and Discharge	
ARTICLE XVII - Grievance Procedure	.23
ARTICLE XVIII - Wages	.24
ARTICLE XIX - Insurance	.27
ARTICLE XX — Expense Allowances	.29
ARTICLE XXI - Relocation Expenses	.30
ARTICLE XXII – Work Rules	
ARTICLE XXIII - Non-Discrimination	.31
ARTICLE XXIV – Management Rights	
ARTICLE XXV — Union Rights	
ARTICLE XXVI — Savings Clause	
ARTICLE XXVII — Housing	
ARTICLE XXVIII — No Strike or Lockout	
ARTICLE XXIX – Legislative Ratification	
ARTICLE XXX – Labor Service	
ARTICLE XXXI — Duration	.33
APPENDIX A — Bargaining Units for which AFSCME Council 6 has	
exclusive bargaining rights	.35
APPENDIX B — Prorated Holiday Schedule	.36
APPENDIX C - Prorated Vacation Schedule	.36
APPENDIX D - Prorated Sick Leave Schedule	.36
APPENDIX E – Salary Schedule	.37
MEMORANDUM OF AGREEMENT – Wage Inequities	.57
APPENDIX F – Pay Differentials	
APPENDIX G - Bi-weekly Bargaining Unit Transactions Form	
APPENDIX H — Seniority Units	
APPENDIX I - HMO Plans and Rive Cross and Rive Shield of Minnesota Plan	
and Dontal Incurance Plans	.65
APPENDIX I — Class Ontions	72
APPENDIX K - Junior/Senior Plane	7/
ADDENDIY I - Supplement Agreement Extension	· / 4
APPENDIX J – Class Options	.15
TATE TO SEE THE TO SEE	

Memorandum Of Understanding — Department of Corrections (Minnesota State
Reformatory – Observed Holidays)79
Memorandum Of Understanding - Department of Corrections (Minnesota State
Reformatory – Overtime Distribution)
Memorandum Of Understanding - Department of Corrections (Sauk Centre)80
Memorandum Of Understanding - Department of Corrections (Lino Lakes)8
Memorandum Of Understanding - Department of Administration (Fixed Night Shifts) 8
Memorandum Of Understanding — Department of Administration (Work Uniforms)
Memorandum Of Understanding - Department of Public Safety83
Memorandum Of Understanding - Department of Veterans Affairs83
Memorandum Of Understanding - Department of Public Welfare (Probationary Period) 84
Memorandum Of Understanding - Department of Agriculture
Memoramdum Of Understanding — Department of Transportation
Memorandum Of Understanding - State University System87
Memorandum Of Understanding - Department of Education88
Addendum - Department of Revenue89
Memorandum Of Understanding - Strike Settlement

ARTICLE I

PREAMBLE

This Agreement is made and entered into this 11th day of August, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated local unions, and unless otherwise noted in this Agreement, "UNION" hereinafter refers to the Minnesota State Employees Union, AFSCME Council No. 6, AFL—CIO. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to departmental issues as the parties to this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the interest arbitration procedure as set out in the Minnesota Public Employment Labor Relations Act.

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

ARTICLE II

RECOGNITION

Section 1. Existing Units. The Employer recognizes the Union as the exclusive bargaining representative of all the employees included in the bargaining units certified by the Bureau of Mediation Services, Case Numbers 80–PR–1258–A, 80–PR–1259–A, 80–PR–1260–A, 80–PR–1261–A, 80–PR–1262–A and 81–PR–195–A. The composition of these units is as set forth in Appendix A of this Agreement.

Employees who work less than fourteen (14) hours per week (or thirty—five (35) percent of the normal work week in the employee's bargaining unit) or who are employed less than one hundred (100) working days in any calendar year are excluded from this Agreement.

Section 2. New Units. The provisions of this Agreement and recognition of the Union as exclusive bargaining representative shall also be extended to all employees in appropriate units for which the Union is certified during the life of this Agreement.

Any provision or provisions of this Agreement, as to new units, may be revised or modified by mutual written agreement.

Section 3. Disputes. The assignment of newly created classes to a bargaining unit or the reassignment of existing classes to a different bargaining unit shall be subject to the determination of the Director of the Bureau of Mediation Services in accord with the provisions of the Minnesota Public Employment Labor Relations Act.

Disputes which may occur over the inclusion or exclusion of new or changed job positions shall be referred to the Bureau of Mediation Services for expedient resolution. The decision of the Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4. Aid to Other Organizations. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE III

UNION SECURITY

Section 1. Checkoff. The Employer shall deduct the bi—weekly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until cancelled by the employee through the Union. The aggregate deductions of all employees, together with a detailed record, shall be remitted to the Union office within ten (10) days after such deductions are made.

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

Section 3. Employee Lists. The Appointing Authority shall report to the Union and/or designated Local Union representative the information on all employees added to or removed from the bargaining unit(s) in the seniority unit(s) as requested on the form included as Appendix G of this Agreement. Where no such personnel transactions have occurred, the required report shall so state. Copies of the form included as Appendix G shall be provided to the Appointing Authority by the Union, and the Appointing Authority shall use this form when submitting the report. The report shall be

made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period. The Union shall file the names of designated representatives for this purpose with the Personnel Office.

Upon the request of the Union, the Employer shall provide the Union with a listing of all employees in the bargaining units represented by the Union.

Section 4. Indemnity. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article including fair share deductions and remittances.

ARTICLE IV

SENIORITY

Section 1. Definitions.

A. State Seniority. "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire.

However, in the case of an employee mandatorily retired at age 65 prior to January 1, 1979, who returns to State service, State Seniority is defined as the length of employment with the State of Minnesota since the last date of hire preceding the mandatory retirement. Such State Seniority shall not include the period during which the employee was off the State payroll due to the mandatory retirement.

- B. Departmental Seniority. "Departmental Seniority" is defined as the length of continuous service within a State department since the last date of entry into the State department.
- C. Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification within the department.

"Classification Seniority" for the class of Highway Maintenance Worker, Senior is defined as the length of Continuous Service in the classes of Highway Maintenance Worker and Highway Maintenance Worker, Senior.

When an employee exercises bumping rights, or is demoting, or is transferring, Classification Seniority in the class to which the employee is bumping or is demoting, or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the employee has served within the Department since the initial period of service in the class into which the employee is bumping, or demoting, or transferring.

D. Continuous Service. "Continuous Service" shall commence on the date an employee begins to serve a probationary period.

In the case of an employee mandatorily retired at age 65 prior to January 1, 1979, who returns to State service, Continuous Service shall be credited back to the last date of hire at the time of the mandatory retirement. Continuous Service, however, shall not include the period during which the employee was off the State payroll due to the mandatory retirement.

In the case of an employee in a trainee classification or an employee working under a provisional appointment, Continuous Service shall be credited back to the date of hire at the time an employee begins to serve a probationary period in a related classification.

Continuous Service shall be interrupted only by separation because of resignation, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

Continuous Service shall not be interrupted by resignation when the resignation was a forced resignation due to pregnancy, provided that the employee returned to State service within one (1) year of the resignation and provided that the employee notified the Employer prior to December 31, 1979, that such a forced resignation took place.

Employees who were not represented by the Union prior to December 31, 1979, and whose continuous service was not corrected as provided above shall have until December 31, 1981, to notify the Employer that a forced resignation due to pregnancy had taken place. The Employer shall provide notification by posting at each work location, or by similar means, to bargaining unit employees not represented by the Union prior to December 31, 1979, of this provision within a reasonable period of time after August 11, 1981.

Any changes in seniority regarding vacation accrual or entitlement to any fringe benefits covered by this Agreement shall be retroactive to August 11, 1981. Any application of seniority regarding Article XII and XV, choice of vacation days, and assignment of overtime shall be effective fifteen (15) days after notice is given by the employee.

An employee who was required to resign due to pregnancy, who returned to State service within one (1) year of resignation in a different agency, who has notified the Employer as provided above, and who subsequently returns to the employing agency at the time of the resignation, shall have Departmental Seniority defined as the length of Continuous Service within a State department since the last date of entry into the State department preceding the forced resignation.

- E. Seniority Units. "Seniority Unit" is defined as all employees in bargaining units represented by the Union in each agency as listed in Appendix H.
- F. Related Classes. "Related Classes" are those classes within the same department which are similar in the nature and character of the work performed and which require similar qualifications.

Section 2. Seniority Calculation on Merger of State Department. When State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act, employees shall be credited with Classification Seniority (defined as the length of Continuous Service in a specific job class with the immediately preceding State department), if unbroken, as if they had been continuously employed in the new State department.

Employees shall also be credited with Departmental Seniority (defined as the length of Continuous Service within the immediately preceding State department), if unbroken, as if they had been continuously employed in the new State

department.

The provisions of Article XII shall not apply to transfers described above. The application of the provisions of this Section shall not be retroactive, but shall become effective on July 1, 1981.

Section 3. Seniority Rosters. No later than three (3) months after the effective date of this Agreement, and semi—annually thereafter, Appointing Authorities shall prepare and post on all employee bulletin boards seniority rosters for each seniority unit and two (2) copies shall be furnished to the Local Union. The rosters shall list each employee in the order of Classification Seniority and reflect each employee's date of Classification Seniority, date of Departmental Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the employee previously served.

The rosters shall also identify the type of appointment if other than full-time unlimited.

When two (2) or more employees have the same Classification Seniority dates, seniority position shall be determined by total Departmental Seniority. Should a tie still exist, seniority positions shall be determined by total State Seniority. Should a tie still exist, seniority positions shall be determined by length of prior State service. Should a tie still exist, seniority positions shall be determined by lot.

Section 4. Appeals. Employees shall have sixty (60) calendar days from the date of the initial positing to notify the Appointing Authority of any disagreements over the Seniority Roster. Thereafter appeals must be filed with the Appointing Authority within thirty (30) days of the date of posting and are limited to changes since the previous posting.

Employees on extended absences of more than fourteen (14) calendar days shall have sixty (60) calendar days from their return to work to notify their Appointing Authority of any disagreements over the Seniority Rosters, in the case of the initial posting, and thirty (30) days in the case of subsequent postings.

ARTICLE V

HOURS OF WORK

Section 1. Non-Continuous and Non-Extended Operations.

- A. **Definition.** Any employee or group of employees engaged in an operation that is not continuous or extended (as defined in Section 2A) shall be known as non-continuous and non-extended operations employees.
- B. Consecutive Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.
- C. Work Day. The normal work day shall consist of either eight (8) hours or ten (10) hours of work within a twenty—four (24) hour period, exclusive of a duty—free lunch period. Should it become necessary to establish schedules departing from the normal work day, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the appointing Authority will discuss the new schedules with the Local Union affording the Local Union an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Section F. Existing schedules of other than eight (8) and ten (10) hours per day may continue in effect.
- D. Work Week, Work Period. The normal work week or work period shall consist of four (4) consecutive ten (10) hour days or five (5) consecutive eight (8) hour days Monday through Friday, totaling forty (40) hours. Should it become necessary to establish schedules departing from the normal work week or work period, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given. Existing schedules other than Monday through Friday may continue in effect.
 - When schedules are changed, the new schedule shall be posted for fourteen (14) calendar days.
- E. Work Shift. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours.
- F. Work Schedules. Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

In the Department of Transportation, the Appointing Authority may change the daily starting and quitting time of Unit 2 employees for the entire week up to two (2) hours either way providing a notice is posted a minimum of three (3) working days in advance of the proposed change. Notification prior to the start of any shift shall constitute the first day's notice. Employees may be returned to their previously established schedule upon reasonable notice by the Appointing Authority.

G. Emergency Work Schedules.

- 1. Department of Transportation. Employees whose hours of work are controlled by the contractor may have their schedule changed due to the contractor's operations. In the event a change in schedule is necessary, as much advance notice as possible must be given the employee through the Appointing Authority's project supervisor. Such change shall not be considered a split shift.
- 2. Department of Natural Resources. During fire seasons and/or during unusual drought conditions, the Appointing Authority may establish a forest fire emergency schedule. During such emergencies, the Appointing Authority may change the daily starting and quitting time up to two (2) hours either way, providing a notice is posted a minimum of twenty-four (24) hours in advance of the proposed change.

The Appointing Authority shall use the National Weather Service fire weather forecasts together with the National Fire Danger Rating System in determining when there is a significant build—up of fire conditions to constitute an emergency situation. Only fire "watch" and "warning" status would constitute an emergency situation.

Any schedule changes made pursuant to "1" or "2" above shall not result in the payment of overtime.

H. Department of Transportation

1. Winter Maintenance Schedules. The Appointing Authority may establish a winter maintenance schedule to be used in severe or extreme road conditions for snow and ice control operations. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each fall. The posted schedule shall also cite the date each spring when winter maintenance schedules shall no longer be in effect.

Under the winter maintenance schedule, the Appointing Authority may split the available employees into more than one (1) shift. Such shift shall be periodically rotated or established by internal bid after taking into consideration the desires of the Local Union. The posting shall name which employees are assigned to each shift.

The Appointing Authority shall use reasonable reason in determining that severe or extreme road or weather conditions exist for snow and ice control operations. It is specifically understood by the parties that winter maintenance schedules may be declared to be in effect only when severe or extreme road or weather conditions exist or are forecast.

On any day on which a change from a regular work schedule to a winter maintenance schedule, or from a winter maintenance schedule to a regular work schedule takes place, no employee shall be scheduled to work less than the number of hours in the employee's established schedule before the winter maintenance schedule was activated. When such maintenance schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the winter maintenance schedule was activated except that when the consecutive hours of any employee's work day must be interrupted, he/she shall be compensated at the appropriate overtime rate for all hours worked outside the employee's previously scheduled work period. In no case shall an employee be paid for those intervening hours not worked.

2. Road Patrol. Under those circumstances where the Appointing Authority must reduce hazardous driving conditions by the use of employees outside of their established work schedule for operations such as spot sanding or plowing isolated patches of snow and ice, with employee and truck, such conditions may be met either by the establishment of a night patrol, or a dawn patrol, or by calling in an employee on an overtime basis, when such conditions exist, or may exist.

The Appointing Authority may establish a weather watch, dawn patrol, night patrol, or road patrol whose purpose is to patrol the roads and respond to or warn of, hazardous driving conditions. After taking into consideration the desires of the Local Union, the shift(s) shall either be posted for bid or rotated. If posted, the shift(s) shall be posted only in the truck station(s) where such shift change(s) will be made and if there are bidders, the change of shift shall be assigned on the basis of Classification Seniority on a non—rotating basis. If there are no bidders, the Appointing Authority may assign the least senior employee(s) on a non—rotating basis, or may assign the employee(s) of the truck station on a rotating basis. Where a Heavy Equipment Operator, Intermittent, is needed the posting shall so state.

- I. Meal Periods. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each work shift. Employes who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.
- J. Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated.

- K. Reporting Time and Pay. Unless notified otherwise at least two (2) hours in advance of the scheduled starting time (one (1) hour for employees in the Department of Transportation), any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article XV, Layoff and Recall, Section 8, Limited Interruption of Employment).
- L. Flextime Scheduling. The Appointing Authority and the Local Union may mutually agree to a flextime scheduling plan. Existing flextime scheduling plans shall remain in effect unless the Local Union notifies the Appointing Authority of its intent to terminate the plan.

Section 2. Continuous and Extended Operations.

A. Definitions

- Continuous Operations. Any employee or group of employees engaged in an operation for which there is regularly scheduled employment on a twenty—four (24) hour a day, seven (7) day a week basis shall be known as continuous operations employees.
- 2. Extended Operations. Any employee or group of employees engaged in a work operation for which there is regularly scheduled employment for more than the normal work day and/or normal work week as defined in Article V, Section 1 C and D and who are not continuous operations employees, shall be known as extended operations employees.
- B. Consecutive Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual written agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.
- C. Work Day. The normal work day shall consist of eight (8) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period. Should it become necessary to establish schedules departing from the normal work day, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording the Local Union an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Section F. Existing schedules of other than eight (8) hours per day may continue in effect.
- D. Turnaround Time. The number of hours between scheduled shifts shall not be less than seven and one-half (7 1/2) hours.
- E. Work Shift. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours. The provisions of this subsection shall not apply to rotating shifts.
- F. Work Schedules. Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

G. Departments of Public Welfare and Veterans Affairs.

- 1. Work Period. Full-time employees shall at the Appointing Authority's discretion be:
 - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
 - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
 - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

Part—time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part—time employee shall not be scheduled for more than seven (7) consecutive days of work.

2. Fixed Night Shift (for all units except Units 2 and 7). Where continuous operations require a night (graveyard) shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- d. Cover for days off of employees assigned to fixed nights; and/or,
- e. Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- A. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- B. Notwithstanding the provisions of Article XII, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- C. Notwithstanding the provisions of Article XII, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.
- 3. Shifts Between Days Off. No employee shall be scheduled for a combination of more than two (2) shifts during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

The Local Union and the appointing Authority may mutually agree to alter the terms of Section 2G.

- H. Meal Periods. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each work shift. Employes who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.
 - In the Department of Public Welfare institutions (other than the graveyard shift), meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. Employee may request alternate meal periods.
- I. Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated.
- J. Reporting Time and Pay. Unless notified otherwise at least two (2) hours in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article XV, Layoff and Recall, Section 8, Limited Interruption of Employment).
- K. Daylight Savings Time. Employees required to work more than eight (8) hours on an eight (8) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one—half (1 1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost.

ARTICLE VI

OVERTIME

Section 1. Overtime Hours. All hours worked in excess of the established work day, before or after an employee's regular scheduled shift, on any regularly scheduled day of rest, shall be considered overtime.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of absence shall be considered as "time worked" for purposes of this Article.

Part—time employees whose established work day is less than eight (8) hours shall not be considered to be working overtime until having completed eight (8) hours of work.

Section 2. Overtime Rates. All overtime hours shall be compensated at the rate of time and one-half (1 1/2).

Section 3. Distribution.

A. Employees in Units 2, 3, 4, 6, 7, and 8 (excluding employees in Units 2 and 3 in the Department of Transportation, Metropolitan Maintenance, and all employees in the Department of Public Welfare institutions).

An effort shall be made to distribute overtime work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who desire the overtime work.

The overtime work shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his or her credit. Should the employee choose not to accept the overtime assignment, the employee with the next fewest overtime hours to his or her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

New employees entering the bargaining units shall be credited with the number of overtime hours equal to the highest number of hours to the credit of any current employee in the same class and same work area.

The Appointing Authority shall not be required to cut in on work in progress in order to maintain an equitable balance of overtime.

An accumulative record of overtime hours worked or offered each employee shall be made available to the Local Union Steward upon request. The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Appointing Authority. The Appointing Authority shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

B. Employees in Units 2 and 3, Department of Transportation, Metropolitan Maintenance, and employees in the Department of Public Welfare institutions.

Overtime work shall first be offered to the most senior employee(s) in the same job class and in the same work area who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees. The overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work. Employers may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Section 4. Overnight Activities.

A. Department of Public Welfare institutions and Department of Education Schools.

The total compensation granted employees assigned to overnight activities which involve the supervision of residents

when such assignments are twenty-four (24) consecutive hours shall be as follows: eight (8) hours straight time, eight (8) hours at the appropriate overtime rate, and eight (8) hours at the on-call rate.

B. Department of Corrections Facilities.

The total compensation granted employees assigned to overnight activities which include the supervision of residents when such assignments are twenty—four (24) consecutive hours shall be fourteen (14) hours of straight time for each twenty—four (24) hour period.

Section 5. Liquidation

A. General.

Overtime hours may, at the discretion of the Appointing Authority, be liquidated in cash, or assigned to a compensatory bank.

B. Compensatory Bank.

- 1. Size of Bank.
 - a. In the following agencies, the maximum amount of hours that may be in the compensatory bank at any given time is forty (40) hours:

Community College System

Corrections

Education

Public Service

Public Welfare

State University System

Veterans Affairs

b. In the following agencies, the maximum amount of hours that may be in the compensatory bank at any given time is eighty (80) hours:

Natural Resources

Iron Range Resources and Rehabilitation Board

- c. In other agencies, after consultation with the Local Union, the Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at any given time, provided the amount is not less than forty (40) hours or more than eighty (80) hours.
- 2. Hours worked in excess of bank.

All overtime hours worked over the established maximum hour limit shall be compensated in cash.

C. Cash Liquidation.

Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned.

D. Compensatary Time Liquidation.

The compensatory bank shall be liquidated once annually on a date specified in advance by the Appointing Authority, at the hourly rate of pay at which it was earned. The Appointing Authority shall notify the Local Union within thirty (30) calendar days of the execution date of this Agreement of the specified liquidation date. Employees may use time in the compensatory time bank at a time(s) mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the Appointing Authority may require an employee to schedule time off to use any time in the compensatory bank by written notice to the employee no less than thirty (30) calendar days prior to the specified scheduled time off.

Section 6. Call In and Call Back.

Call In. Any employee called to work prior to his/her regularly scheduled shift shall be paid at the appropriate overtime rate until his/her regular shift begins. The employee shall work the balance of his/her regular shift at his/her regular rate of pay.

Call Back. Any employee called back to work after his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.

Section 7. On Call. An employee shall be in an on—call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on—call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day.

An employee called to work while on on—call status shall be compensated as provided in Section 6 of this Article. An employee shall not receive on—call pay for hours actually worked. No employee shall be assigned to on—call status for a period of less than eight (8) consecutive hours.

An effort shall be made to distribute on—call work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who request the on—call work.

Section 8. Early Release. Employees who work an overtime or call in assignment which precedes or overlaps a regular shift may be excused from duty, with the approval of the supervisor, after the completion of eight (8) hours work, without loss of premium pay for the call in or overtime assignment.

Section 9. Duplication of Payment. Overtime hours worked shall not be paid more than once for the same hours worked under any provision of this Agreement.

excluse as a nonce, or that empropers, unless IV. ARTICLE VII serviced to between the Appending Authority and

entrotic the Association rates a HOLIDAYS were not not an amended yet gassion of

Section 1. Eligibility. All employees in bargaining units covered by this Agreement shall be eligible employees for puraposes of this Article, a figne managew values at gradient and called an article and a second

en Section 2.iObserved Holidays. கே வக்கிக்கி கொள்ள கிறிந்த கடிக்கி முறிக்கிக்கி கிறிந்த கிறிந்த கிறிந்த கிறிந்த

A. The following days shall be observed as paid holidays for all eligible employees assigned to a Monday through Friday five (5) day operation:

Friday, July 3, 1981 - Independence Day

Monday, September 7, 1981. Labor-Day give and a consequence to them you visited the seatment

an Wednesday, November 11, 1981 - Veterans Day of the state of the sta

Friday, November 27, 1981 - Day after Thanksgiving

Friday, December 25, 1981 - Christmas

Friday, January 1, 1982 - New Year's

Monday, February 15, 1982 — Presidents Day

Monday, July 5, 1982 - Independence Day, Took & the Barbar wile the payment of A. Resident & Ma. Abs. of the strengths.

Monday, September 6, 1982 - Labor Day

Thursday, November 11, 1982 - Veterans Day A Seas Santise A Seas Consider Seas Report to the Seas Consideration of the Sea

Thursday, November 25, 1982 - Thanksgiving Day

Friday, November 26, 1982 - Day after Thanksgiving and the design of the

© Friday, December 24, 1982 — Christmas halfs in the second control of the second contro

Monday, February 21, 1983 - Presidents Day of the constitution of

Monday, May 30, 1983 - Memorial Day

B. The following days shall be observed as paid holidays for all eligible employees assigned to a six (6) or seven (7) day

Saturday, July 4, 1981 - Independence Day

Monday, September 7, 1981 - Labor Day

Wednesday, November 11, 1981 - Veterans Day

Thursday, November 26, 1981 - Thanksgiving Day 1 o bear out and recessing man persons to present neural recessing to the contraction of the contra

Friday, November 27, 1981 — Day after Thanksgiving Friday, December 25, 1981 — Christmas

Friday, January 1, 1982 - New Year's

Monday, February 15, 1982 - Presidents Day

Monday, May 31, 1982 - Memorial Day

Sunday, July 4, 1982 – Independence Day

Monday, September 6, 1982 – Labor Day

Thursday, November 11, 1982 – Veterans Day

Thursday, November 25, 1982 – Thanksgiving Day

Friday, November 26, 1982 - Day after Thanksgiving

Saturday, December 25, 1982 - Christmas

Saturday, January 1, 1983 - New Year's

Monday, February 21, 1983 - Presidents Day

Monday, May 30, 1983 - Memorial Day

C. Floating Holiday. Employees shall also receive one (1) floating holiday each fiscal year of this Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit this number of employees that may be absent on any given day subject to the operational needs of the Appointing

Any conflicts for requested holidays shall be resolved on the basis of Departmental Seniority within the employee's work unit. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by May 1 of each fiscal year shall be scheduled to take a floating holiday on a day chosen by the Appointing Authority or be paid for the floating holiday in cash at the option of the Appointing Authority.

Section 3. Substitute Holidays. The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Veterans Day and Presidents Day.

Section 4. Shift Work. For purposes of this Article, when a work shift includes consecutive hours which fall in two (2) calendar days, that work shift shall be considered as falling on the calendar day in which the majority of hours in the shift fall. When a work shift includes an equal number of consecutive hours in each of two (2) calendar days, that work shift shall be considered as falling on the first of the two (2) calendar days.

Section 5. Holidays on Day Off. When any of the above holidays fall on an employee's regularly scheduled day off, the employee's scheduled work day either before or after the holiday, at the option of the Appointing Authority, shall be scheduled as a holiday for that employee, unless other arrangements are agreed to between the Appointing Authority and the employee.

Section 6. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an eligible employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Any eligible employee who dies or is mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

Eligible intermittent or temporary employees, or eligible non-tenured laborers shall receive a holiday if they work the day before and the day after the holiday or if they work on a holiday. In such cases, employees shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accord with the schedule set forth in Appendix B.

Section 7. Holiday Pay. Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Eligible employees who normally work less than full time shall have their holiday pay pro—rated in accord with the schedule set forth in Appendix B.

With the approval of the supervisor, part—time employees may be allowed to arrange their work schedules, in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the proration of holiday hours, provided such rescheduling does not result in the payment of overtime.

Section 8. Work on a Holiday. Any employee who works on a designated holiday shall at the discretion of the Appointing Authority either be:

- 1. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 7 above; or,
- 2. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 7 above. Such alternate holiday shall be granted within thirty (30) calendar days of the last date of the pay period in which the holiday occurs, and if there is no agreement as to the date of the alternate holiday between the supervisor and the employee, such holiday shall be paid in cash.

Section 9. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 and 3 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify the employee's supervisor in writing at least twenty—one (21) calendar days prior to the religious holiday, provided that this notice requirement does not apply when the employee chooses to use the floating holiday to observe the religious holiday.

Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave or accumulated compensatory time, has used a floating holiday, or, by mutual consent, is able to make up the time.

ARTICLE VIII

VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, non-tenured laborers, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.

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

Length of Service Requirement

0 through 5 years After 5 through 8 years After 8 through 12 years After 12 through 20 years After 20 years

Rate Per Full Payroll Period

4 working hours 5 working hours 7 working hours 7 1/2 working hours 8 working hours

Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accord with the schedule set forth in Appendix C.

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

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

An eligible employee who is reinstated or reappointed to State service on or after January 1, 1979, who was mandatorily retired at age 65 prior to January 1, 1979, shall accrue vacation leave at the same rate with the same credit for Length of Service that existed at the time of such mandatory retirement.

An eligible employee who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall accrue vacation leave at the same rate with the same credit

for Length of Service that existed at the time of such separation.

An employee who is reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, accrue vacation leave at the same rate and with the same credit for Length of Service that existed at the time of such separation.

Employees in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused vacation leave balance posted to their credit in the records of the employing department provided such vacation leave was accrued in accordance with the personnel rules or the provisions of this or any preceding Agreement.

An employee shall not use vacation during the first six (6) months of continuous service. Upon completion of six (6) months of continuous service, the employee shall then accrue vacation leave beginning from the date of hire, or, in the case of intermittent employees, from the date of eligibility.

Employees may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

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

Employees on a military leave under Article X shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the employee returns from military leave.

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

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

Employees shall submit written requests for vacation of five (5) working days or more, including holidays, at least five (5) calendar weeks in advance of the requested date of the start of the vacation to their supervisor, on forms furnished by the Appointing Authority. Such vacation requests shall be posted within seven (7) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees in that class who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period. Conflicts involving vacation scheduling shall be resolved as provided above. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request.

With the agreement of the Local Union, the Appointing Authority may establish deadlines for vacation requests within the six (6) months period specified in this Section.

Whenever practicable, employees shall submit written requests for vacation periods of less than five (5) working days at least four (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority. Employees may also submit requests for vacation periods of five (5) working days or more in this manner. When such requests are submitted less than five (5) calendar weeks in advance of the requested date for the start of the vacation, the posting provisions of the previous paragraph shall not apply. When advance written requests are impractical, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to vacation requests submitted under this paragraph promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

No vacation requests shall be denied solely because of the season of the year but shall be dependent upon meeting the staffing needs of the Agency.

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

Employee vacation accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the use of such accrued leave.

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statements shall be provided as soon as possible after the illness or disability occurs.

Section 5. Work During Vacation Period. No employee shall be required to work during the employee's vacation once the vacation request has been approved.

Section 6. Vacation Rights. Any employee transferring to the service of another Appointing Authority shall have accumulated vacation leave transferred, and such leave shall not be liquidated by cash payment. Any employee separated from State service shall be compensated in cash, at the employee's then current rate of pay, for all vacation leave to the employee's credit at the time of separation. Employees shall be allowed to leave their accumulated vacation to their credit during the period of a seasonal or temporary layoff.

ARTICLE IX

SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, non-tenured laborers, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.

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

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accord with the schedule set forth in Appendix D.

An eligible employee who is reinstated or reappointed to State service on or after January 1, 1979, and who was mandatorily retired at age 65 prior to January 1, 1979, shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

An eligible employee who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

An employee reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, have his/her accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

Employees in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused sick leave balance posted to their credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

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

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences: 1) by necessity for illness, or disability; 2) by necessity for medical, chiropractic, or dental care for the employee; 3) by exposure to contagious disease which endangers the health of other employees, clients, or the public; or, 4) by illness of a spouse, minor or dependent children, or parent who is living in the same household of the employee, for such reasonable periods as the employee's attendance may be necessary. A pregnant employee may also use sick leave during the period of time that her doctor certifies that she is unable to work because of pregnancy. Sick leave to arrange for necessary nursing care for members of the family, or birth or adoption of a child shall be limited to not more than three (3) days.

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

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

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

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

Employee sick leave accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the use of accrued sick leave.

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

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

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

Any employee incurring an on the job injury shall be paid the employee's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

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

Section 7. Work Related Disability and Employment. The State agrees to maintain the policy of attempting to place employees who have incurred a work related disability in areas of work which would fit the employee's physical capabilities, but not to create a job just to provide employment. The parties may waive Article XII by mutual agreement to implement this Section.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence.

When the Appointing Authority approves an unpaid leave of absence for an employee, the Appointing Authority shall advise the employee in writing of the steps the employee must take to continue insurance coverages.

When more than one (1) employee requests a discretionary leave and the Appointing Authority determines that a discretionary leave or leaves may be granted, such leave or leaves shall be granted on the basis of State Seniority to the most senior employee making such request, provided the Appointing Authority may deny such request of a senior employee(s) if the Appointing Authority determines that the senior employee(s) has special skills or knowledge that are needed to function properly and efficiently. No employee shall be permitted to exercise seniority more than once in any five (5) year period to receive priority consideration for a discretionary leave of absence. However, this restriction on the use of seniority would not preclude the employee from being granted additional leaves of absence where seniority for such leave is not an issue. The Appointing Authority reserves the right at any time to deny or limit the number of discretionary leaves as provided above.

Section 3. Paid Leaves of Absence.

- A. **Bereavement Leave:** The use of a reasonable period of sick leave shall be granted in cases of death of the spouse or parents of the spouse, or the parents, grandparents, guardian, children, grandchildren, brothers, sisters, or wards of the employee.
- B. Court Appearance Leave: Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi—judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court.
- C. Educational Leave: Leave shall be granted for educational purposes if such education is required by the Appointing Authority.
- D. Jury Duty Leave: Leave shall be granted for service upon a jury. Employees shall receive their rate of pay but shall remit to their Appointing A?uthority the amount received for jury duty exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- E. Military Leave: Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.
- F. Voting Time Leave: Any employee who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.
- G. Emergency Leave: An Appointing Authority, after consultation with the Commissioner of Public Safety, may excuse State employees from duty with full pay in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Employee Relations authorizes a longer duration.

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

Section 4. Unpaid Leaves of Absence.

A. Unclassified Service Leave: Leave may be granted to any classified employee to accept a position in the unclassified service of the State of Minnesota.

- B. Educational Leave: Leave may be granted to any employee for educational purposes.
- C. Disability Leave: Leaves of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended.
- D. Maternity/Paternity or Adoption Leave: A Maternity/Paternity or Adoption leave of absence shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to six (6) months, provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- E. Military Leave: Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.
- F. Personal Leave: Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- G. Precinct Caucus or Convention: Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- H. Union Leave: Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union Negotiating Team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency.
 - Upon the written request of the Union, leave shall be granted to employees who are appointed full time representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union Leave.
 - Leave time for service on a Union Master Negotiating Team/Assembly shall be considered as paid leave for purposes of vacation leave and sick leave accrual.
- Leave for Related Work: Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of State service which is funded by a government or private foundation grant and which is related to the employee's current work.

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

ARTICLE XI

JOB SAFETY

Section 1. General. It shall be the policy of the Appointing Authority to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods. In the application of this policy, the prevention of accidents, the creation and maintenance of clean, sanitary, and healthful restrooms and eating facilities shall be the continuing commitment of the Appointing Authority. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section 2. Safety Committee. There shall be established in each department and/or principal place of employment (for example: institutions, hospitals, colleges, transportation department areas, Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong Safety Program, and to review and recommend safety policies to the Appointing Authority.

Section 3. Employee Safety.

- A. All unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Safety Committee.
- B. Any protective equipment or clothing, e.g., safety glasses or other types of eye protection (including prescription lenses and frames when required), safety helmets, safety vests, welding gloves and aprons, safety shoes, ear protection, etc., shall be provided and maintained by the Appointing Authority whenever such equipment is required as a condition of employment either by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration.
- C. All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report, on forms furnished by the Appointing Authority, no matter how slight the incident. A copy of the accident report shall be furnished to the Safety Committee. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged. The Appointing Authority shall provide assistance to employees in filling out all necessary Workers' Compensation forms, when requested.
- D. Any medical examination required by the Appointing Authority shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report.

Section 4. Building Safety. Upon the occurrence of any condition threatening a building or the area around it, immediate action shall be taken by the Appointing Authority to safeguard personnel, documents, and funds. A building emergency plan shall be developed by the Appointing Authority. The plan for building emergencies shall specify areas to be used for safety from the elements. It shall also specify actions to be taken by all occupants in emergency situations including building evacuation, search for unidentified objects, and occupation of shelter areas. No employee shall be required to participate in any search for an explosive or incendinary device against his/her wish, nor suffer any loss of pay because of any building evacuation in an emergency situation.

ARTICLE XII

VACANCIES, FILLING OF POSITIONS

Section 1. Vacancies Defined. A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location thirty—five (35) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled. A non-tenured laborer opening is not a vacancy.

Section 2. Reassignment.

- A. Within a Work Area. The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within thirty—five (35) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1 of this Article.
- B. Between Work Areas or Shifts (No Vacancies).

If no vacancy has been created and it is necessary to reassign an employee within thirty—five (35) miles, the Appointing Authority shall have the option of requesting volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made or may reassign the least senior qualified employee from such class (or option) and work area/or shift. However, if the Appointing Authority requests volunteers and one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned.

C. Reassignment following Posting and Bidding.

If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the position shall be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder in accord with "B" above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment in accord with "B" above.

- D. Temporary Reassignment.
 - Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less.

Section 3. Job Posting and Bidding. Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of ten (10) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists are stationed. The posting description shall be dated and shall contain the name of the

class (or option), a general description of the duties, the work area of the position, and the normal hours of work. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. Bids shall be considered first from among employees in the higher class and if there are no bids, shall then be considered from among employees in the lower class. A list of Junior/Senior Plans in existence as of August 11, 1981 is attached in Appendix K.

Eligible employees may bid on filling of a posted vacancy by submitting a written application to the Appointing Authority which must be received on or before the expiration date of the posting to receive consideration.

A posted vacancy may be cancelled during the posting period but may only be cancelled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been cancelled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date.

Section 4. Eligibility for Bidding. Employees shall be eligible to bid for any vacancy within their class (or option or other options for which they are qualified as determined by the Appointing Authority) and seniority unit. Unclassified employees are not eligible to bid. Any employee who has successfully bid to secure a vacancy other than a seasonal work crew vacancy shall not be entitled to bid on another vacancy for a period of six (6) months following the date upon which the employee exercised a successful bid.

Section 5. Filling Positions. Vacant positions shall be filled as follows:

A. Bidding: Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders.

Vacancies shall be filled by the posting and bidding process until there is no bid or until a maximum of three (3) such vacancies have been filled, whichever comes first.

When an employee returns from an approved leave of absence and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more Classification Seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder (see also Article X, Section 5, regarding return from a leave of absence).

Notwithstanding the above, the Appointing Authority shall not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation.

B. Seniority Unit Layoff List:

1. Same Employment Condition.

Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority if such a list exists pursuant to Article XV, Section 11. No new appointments shall be made in a seniority unit in a class (or option) and employment condition for which a Seniority Unit Layoff List exists until all employees on such list have been offered the opportunity to accept the position.

2. Different Employment Condition.

Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority for the class (or option) and seniority unit in which the vacancy exists who were laid off from an employment condition other than that of the vacancy to be filled. Selection shall be limited to the geographic area (within thirty-five (35) miles) of the position from which the employee was laid off.

- C. Absence of Seniority Unit Layoff List: If no Seniority Unit Layoff List exists, the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:
 - Eligible List: If an eligible list is to be used, selection shall be made from among employees within the same seniority unit in which the vacancy exists, whose names appear on the eligible list certified by the Department of Employee Relations in the order of Departmental Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list; or,
 - 2. Class (or Class Option) Layoff List: If a Class (or Class Option) Layoff List is to be used, selection shall be made from among qualified employees whose names appear on the list in the order of State Seniority; or,
 - 3. Voluntary Demotion: If a voluntary demotion is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary demotion; or,
 - 4. Voluntary Transfer: If a voluntary transfer is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer; or,
 - 5. Reinstatement: If reinstatement is to be used, selection shall be made by reinstating a former employee; or,
 - Other: The Appointing Authority may also use any other appointment procedure pursuant to statute.

Notwithstanding any of the above, where a Class (or Class Option) Layoff List exists, no new appointments of persons other than current civil service employees shall be made in a seniority unit in a class (or option) and employment condition for which a Class (or Class Option) Layoff List exists.

Upon request, the Appointing Authority shall provide to the Local Union President the name of the applicant selected, the method used to select the applicant and any lists of certified eligibles used in the selection procedure.

When new classes are established in the State service and in the seniority unit, employees within that seniority unit shall be afforded the opportunity to compete for appointment to vacancies in the new class through the selection process.

During the application of the posting, bidding and job filling process, the Appointing Authority may temporarily assign employees or make temporary appointments to vacancies to fulfill operational needs.

Section 6. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article and filled in accord with Sections 1 through 5.

Section 7. Effects of Reallocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, such situation shall be deemed a reallocation.

A reallocated position shall not be considered a vacancy under the provisions of this Article if the action leading to the change in the allocation of the position did not clearly result from the assignment of the incumbent to work out of class in a manner so as to by—pass the selection process, assignment of the incumbent to a vacancy in a new position which had not been allocated to a class, or other action taken without regard to the appropriate selection process.

When the reallocated position is not a vacancy, the incumbent employee shall be appointed to the reallocated position provided the employee has performed satisfactorily in the position and possesses any licensure, certification, or registration which may be required.

When the reallocated position is a vacancy or when the incumbent employee has not performed satisfactorily in the position or does not possess the required licensure, certification, or registration, the position shall be filled as provided in Sections 3, 4, and 5 of this Article.

When the incumbent is ineligible to be appointed to the reallocated position as provided above, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority. In this case, if the employee is not reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply. Any such reassignment must precede use of the layoff provisions of this Agreement.

Employees may submit requests for job audits directly to the Department of Employee Relations.

Except for reallocations resulting from a study of an agency or division thereof initiated by the Department of Employee Relations or an Appointing Authority, if the incumbent of a position which is reallocated upward receives a probationary appointment to a reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after the receipt in the Department of Employee Relations of a reallocation request determined by the Department of Employee Relations to be properly documented, and it shall continue from that date for up to a maximum of sixty (60) calendar days or until the effective date of the probationary appointment, whichever comes first. If more than sixty (60) days after the initial fifteen (15) day period elapse, payment shall be for the final sixty (60) days in the period.

The decision of the Commissioner of Employee Relations on the reallocation of any position shall not be subject to the grievance and arbitration provision of this Agreement.

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

Section 8. Required Probationary Period. Except as provided below, all unlimited appointments to positions in the classified service shall be for probationary period specified in Section 10.

No probationary period shall be required for a recall from a Seniority Unit Layoff List, a transfer in the same class under the same Appointing Authority, or a transfer or demotion to a previously held class under the same Appointing Authority.

Section 9. Discretionary Probationary Period. An Appointing Authority may, with prior written notice to the employee, require a probationary period as specified in Section 10 for transfers and demotions to a new Appointing Authority or to classes in which the employee has not previously served, reemployment, reinstatement, or recall from a Class (Class Option) Layoff List.

Section 10. Length of Probationary Period.

Length
348 working hours
696 working hours

However, the probationary period for the class of Human Services Technician in the Department of Public Welfare, Department of Education and Department of Veterans Affairs and for the class of Correctional Counselor I shall be 1,044 working hours.

For purposes of this Section, working hours shall include hours actually worked, excluding overtime; except that working hours shall include overtime hours actually worked if the employee is required to liquidate the overtime in compensatory time off. Working hours shall also include paid holidays; and paid leave taken in increments of less than the employee's normal work day.

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

An employee who began a probationary period before August 11, 1981, shall complete that probationary period under the terms of the applicable 1979–1981 collective bargaining Agreement.

Time served on a temporary or a provisional appointment (up to a maximum of one—half (1/2) of the probationary period) shall be credited toward the completion of the probationary period in the same class and seniority unit provided there is no break in service of more than one (1) payroll period.

Employees promoted prior to the completion of their probationary period to a higher class in the same occupational field shall complete their probationary period in the lower class by service in the higher class.

Employees demoted during or at the end of a probationary period shall have the time in the higher class count toward the probationary period in the class to which such employees are demoted.

Section 11. Evaluation. During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid—point of the probationary period and furnish the employee with a written copy of the evaluation.

Section 12. Trial Period. Employees who have been appointed to a new class or transferred and required to serve a new probationary period shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the former position. In the event an employee does not successfully complete the remaining probationary period, after the fifteen (15) day trial period, the employee shall be returned to the former class within the seniority unit from where the employee came, and if a vacancy exists, to the same geographic area. In this event, the employee shall accrue all seniority in the former class as if continually employed in the former class.

Section 13. Discipline and Discharge. The Appointing Authority shall not discharge or fail to certify any probationary employee without just cause. Probationary employees serving an initial probationary period may have the Union process the grievance on discharge or non—certification through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement. Permanent status employees who fail to be certified may have the Union process non—certification grievances through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement. However, for any grievance other than non—certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied use of Article XVII through the arbitration process.

ARTICLE XIII

PROMOTIONAL RATINGS

Promotional ratings required by the Employer in conjunction with a screening process shall be prepared for each employee who is an applicant for that position in an objective manner. No employee will be rated by a supervisor who is a candidate for the same position. Prior to being processed by the Appointing Authority the employee's final rating shall be discussed with the employee by the supervisor who signs the rating form and a signed copy of the rating shall be furnished to the employee.

ARTICLE XIV

TRANSFERS BETWEEN AGENCIES

Employees may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which they wish to transfer with a copy to the Personnel Office of the Appointing Authority by which they are currently employed.

When the Appointing Authority to which the employee wishes to transfer agrees to the transfer and does not require that the employee serve a new probationary period, the employee's current Appointing Authority shall approve the transfer.

ARTICLE XV

LAYOFF AND RECALL

Section 1. Layoff. An Appointing Authority may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the service of the employee.

Section 2. Layoff Procedure.

- A. Determination of Position(s). The Appointing Authority shall determine the position(s) in the class or class option, if one exists, and work location which is to be eliminated.
- B. Advance Notice. In the event a layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Union and the Local Union President of the classification(s) and number of positions to be eliminated at least ten (10) calendar days prior to the effective date of the anticipated layoff. At least seven (7) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) therefor and the estimated length of the layoff period, to all employee(s) about to be laid off and to the Local Union President.

- C. Class Option Defined. A "class option" is defined as an area of specialization which may require special licensure, certification or registration, and for which a separate examination is used in making appointments to a class. Such options shall be listed in Appendix J.
- D. Layoff Notification. Layoffs which are necessary shall be on the basis of inverse Classification Seniority within employment condition (full—time unlimited, part—time unlimited, seasonal full—time, seasonal part—time or intermittent), seniority unit, and geographic area (within thirty five (35) miles of the work location) of the position to be eliminated. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class (or class option), employment condition, and seniority unit within thirty—five (35) miles of the position to be eliminated.

For purposes of this Article, provisional employees shall be considered to have less Classification Seniority than probationary or permanent employees in the same class. Provisional employees shall be separated in inverse order of the date of their provisional appointment.

Seasonal employees and/or tenured laborers shall be laid off in inverse order of Classification Seniority within the principal place of employment of the position(s) to be eliminated unless waived by mutual agreement between the employee and the Appointing Authority.

- E. Reassignment. If the Appointing Authority determines to fill the position vacated by the employee who has received the layoff notice, the Appointing Authority shall have the option of requesting volunteers from among employees in the same class (or class option) and same employment condition in the work area of the position to be eliminated, or may reassign the least senior qualified employee from the same class (or class option), employment condition and work location. However, if the Appointing Authority requests volunteers and one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the Appointing Authority shall reassign the least senior qualified employee in the same class (or class option) and same employment condition in the work location of the position to be eliminated to the position vacated by the noticed employee.
- F. Procedure. The employee who has received a layoff notice shall accept a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty—five (35) miles of the employee's current work location. If there is no vacancy, the employee shall either:
 - 1. Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty—five (35) miles of the employee's current work location; or,
 - 2. Accept a vacancy in the same seniority unit in an equal class in which the employee previously served or for which the employee is determined by the Employer to be qualified and in the same employment condition within thirty—five (35) miles of the employee's current work location.

If neither of the preceding is available, the employee shall be laid off, or the employee may choose any of the following options. If none of these options is available, the employee shall be laid off.

- Bump the least senior employee in the same seniority unit in an equal class (or class option or another option for which the employee is determined to be qualified by the Employer) in which the employee previously served and in the same employment condition within thirty-five (35) miles of the employee's current work location;
- 2. Accept a vacancy in the same seniority unit in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition within thirty—five (35) miles of the employee's current work location;
- 3. Bump the least senior employee in the same seniority unit in a lower class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) and in the same employment condition within thirty—five (35) miles of the employee's current work location:
- 4. Accept a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined to be qualified by the Employer), and same employment condition more than thirty—five (35) miles from the employee's current work location;
- 5. Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined to be qualified by the Employer) and employment condition more than thirty—five (35) miles from the employee's current work location;
- 6. Accept a vacancy in the same seniority unit in an equal class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition more than thirty—five (35) miles from the employee's current work location;
- 7. Bump the least senior employee in the same seniority unit in an equal class (or class option or another option for which the employee is determined to be qualified by the Employer) in which the employee previously served and in the same employment condition more than thirty—five (35) miles from the employee's current work location;

- 8. Accept a vacancy in the same seniority unit in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition more than thirty—five (35) miles from the employee's current work location;
- 9. Bump the least senior employee in the same seniority unit in a lower class (or class option) in which the employee previously served, (or another option within that class for which the employee is determined to be qualified by the Employer) and in the same employment condition more than thirty—five (35) miles from the employee's current work location:
- 10. Bump any employee on a temporary appointment in the same seniority unit and in the same class who has more than thirty (30) calendar days remaining on such temporary appointment and is within thirty—five (35) miles of the employee's current work location. The temporary employee so bumped shall be separated.

Any employee bumped pursuant to this Section shall be laid off in accord with Section 2 of this Article.

Section 3. Conditions for Bumping or Accepting Vacancies. The following shall govern bumping and accepting vacancies pursuant to Section 2:

- 1. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority in the class into which the employee is bumping than the employee who is to be bumped.
- 2. An employee who does not have sufficient Classification Seniority to bump into a previously held class shall not forfeit the right to exercise Classification Seniority to bump into the next previously held class in the same seniority unit.
- 3. Any employee who has the option to fill a vacancy in the same class or in a class in which the employee previously served must possess more Classification Seniority than other bidders to fill the vacancy.
- 4. Any employee who has the option to fill a vacancy in a class in which the employee has not previously served shall fill the vacancy only if there are no other bidders.
- 5. When a vacancy exists in a class into which the employee has a right to bump, the employee must accept the vacancy prior to exercising the option to bump.
- If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater seniority (Classification Seniority or Departmental Seniority whichever is applicable; shall have priority in exercising that option.

The Appointing Authority need not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation.

Section 4. Junior/Senior Plans. When layoffs take place in the senior class of a Junior/Senior Plan, as defined by the Employer, and the employee demotes or bumps to the junior class as provided in the layoff procedure, the junior position shall simultaneously be reallocated to the senior class, provided that the employee is qualified for the reallocation under the terms of the Junior/Senior Plan.

Section 5. Pay on Demotion. Any employee who demotes as part of this layoff procedure shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less.

Section 6. Rights of Excluded Employees Entering the Bargaining Unit.

- A. Employees who have accepted positions in a bargaining unit not represented by the Union shall have bumping rights into a position in a bargaining unit represented by the Union in a class in which the employee previously served or in a class for which the employee is determined to be qualified by the Employer only under the following conditions:
 - 1. The employee may bump only into a position under the same Appointing Authority. For purposes of this Section only, Appointing Authority in the Department of Transportation is the same as seniority unit.
 - 2. The employee shall accrue no Classification Seniority in a class in a bargaining unit represented by the Union while serving in a position in a bargaining unit not represented by the Union.
 - The employee shall have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.
 - 4. The employee shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer and for which there are no bidders prior to bumping any employee in a bargaining unit represented by the Union. Employees in bargaining units represented by the Union shall be able to exercise a bump to a vacancy prior to the vacancy being filled by an employee from a bargaining unit not represented by the Union.
- B. Employees in positions excluded from any bargaining unit shall be subject to the provisions provided in "1", "3", and "4" above. However, employees who have accepted positions excluded from a bargaining unit shall have Classification Seniority as provided for in Article IV, Section 1 of this Agreement.
 - All bumps under this part are subject to the general conditions provided for in this Article.

Section 7. Relocation Expenses. If the application of Section 2 of this Article requires an employee to change residence and such change meets the thirty—five (35) mile requirements provided for in Article XXI, Relocation Expenses, the employee shall be eligible for payment of relocation expenses, consistent with Article XXI, subject to the following conditions:

- A. If an employee must select a more than thirty—five (35) mile option (Section 2F) in order to retain his/her current rate of pay or in order to take the least cut in the rate of pay, the employee shall be eligible for all relocation expenses except Realtor Fees.
- B. If an employee cannot fill a vacancy in a previously held class within thirty—five (35) miles of the employee's current work location or the employee cannot bump into a previously held class within thirty—five (35) miles of the employee's current work location, the employee shall be eligible for all relocation expenses.

Section 8. Limited Interruptions of Employment. Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or a reduction in hours, the Appointing Authority, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift, and work location, the least senior employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

In the event limited interruptions of employment occur, full—time employees shall, upon request, be entitled to advance of hours in order to provide the employee with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce the employee's vacation accumulation below the total hours advanced. However, no employee after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the employee has been advanced under this Section. All overtime hours worked subsequent to such advances shall be credited against the employee's aggregate advance of hours until the advance is reduced to zero (0).

On the payroll period ending closest to November 1st of each year, all employees who have received such advances and have not worked sufficient overtime hours to reduce the advances to zero (0) will have their advances reduced to zero (0) by reduction of the employee's accumulated and unused vacation leave.

Section 9. Layoff Lists.

- A. Seniority Unit Layoff List. The names of employees who have been laid off, employees who have accepted a position in a different class or another employment condition, or who have accepted a demotion in lieu of layoff, or bumped employees who have accepted a demotion in lieu of layoff, shall be automatically placed on a regular or seasonal Seniority Unit Layoff List for the seniority unit, class (or class option), and employment condition from which they were laid off or other employment conditions for which they are available or from which they were bumped in the order of their Classification Seniority. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of eight (8) years.
- B. Class (or Class Option) Layoff List. The names of such employees shall also be placed on a Class (or Class Option) Layoff List for the class (or class option) from which they were laid off, or bumped in order of their State Seniority. Names shall be retained on the Class (or Class Option) Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of three (3) years.

When an employee's name is placed on the Class (or Class Option) Layoff List, the employee shall indicate, in writing on a document provided by the Appointing Authority, the seniority unit(s), the geographic location(s) and the employment condition(s) for which he/she would accept employment. The employee may change his/her availability by notifying the Department of Employee Relations.

Section 10. Re-employment Lists. Upon giving written notice of layoff to an employee and the Union, the Appointing Authority shall simultaneously notify the State Department of Employee Relations. The name of all such employees shall be placed on all re-employment lists prepared by the Department of Employee Relations for those classes in which the employee held Classification Seniority and for locations and employment conditions for which the employee is eligible and has indicated, in writing on a document provided by the Appointing Authority, a willingness to accept employment. The Department of Employee Relations shall then certify the laid off employee to be considered for appointment to vacancies for which the employee is thus eligible.

The provisions of this Section shall not apply to employees on seasonal layoff of less than four (4) months.

Section 11. Recall. Employees shall be recalled from layoff in the order in which their names appear on the Seniority Unit Layoff List for the class (or class option), employment condition and seniority unit from which they were laid off, bumped, or demoted in lieu of layoff.

Failure to accept employment in the seniority unit, class, geographic area and employment condition from which the employee was laid off shall result in removal of the employee's name from the Seniority Unit Layoff List and Class (or Class Option) Layoff List.

Failure to accept employment in the seniority units, classes, geographic locations, and employment conditions from which the employee indicated availability will result in removal of the employee's name from the Class (or Class Option) Layoff List.

When an employee is appointed from either layoff list, his/her name shall be removed from both layoff lists for that class. In the event that an employee is recalled to a seniority unit other than the one from which he/she was laid off, and the employee does not successfully complete the probationary period, such employee's name shall be restored to the original Seniority Unit Layoff List for the remainder of the time period originally provided in Section 9A.

Seasonal employees shall be recalled in the order in which their names appear on the seasonal layoff list for the seniority unit and principal place of employment from which they were laid off and shall have preference for any temporary jobs in the principal place of employment in their class which are established during a period of seasonal layoff.

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

The Appointing Authority may temporarily assign employee(s) to any vacancies or openings to fulfill operating requirements during the period while the recall process is taking place.

Employees on layoff lists for a class and not employed by the State shall be offered any temporary position in that class in the seniority unit and geographic area from which they were laid off in the order their names appear on the Seniority Unit Layoff List prior to filling such position with a new hire or an employee from another seniority unit.

The notice provisions of this Section shall not apply for filling such temporary positions. Employees accepting temporary positions shall be eligible employees for purposes of holidays, vacation leave, sick leave, and insurance. Such employees shall not be eligible to bid on vacancies under the provisions of Article XII of this Agreement. Upon expiration of the temporary appointment, the employee shall return to full layoff status.

Section 12. Subcontracting. In the event the Appointing Authority finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the Local Union shall be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the Appointing Authority shall meet with the Local Union and discuss ways and means of minimizing any impact the subcontracting may have on the employees.

Section 13. Unclassified Employees. Unclassified seasonal employees, in the Departments of Public Safety and Military Affairs other than employees unclassified pursuant to Rule 10 (2 MCAR 2.010) who have been terminated in good standing shall be offered seasonal vacancies in the bargaining unit in the next subsequent season in the same department, class, and work function prior to the vacant position being filled by new hires.

Section 14. Exclusions. The provisions of this Article shall not apply to unclassified employees or non-tenured laborers except as specified in Section 13.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. Disciplinary Procedure. Disciplinary action or measures shall include only the following: 1) oral reprimand; 2) written reprimand; 3) suspension; 4) demotion; and 5) discharge.

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

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

Section 3. Discharge.

Permanent Employees: The Appointing Authority shall not discharge any permanent employee without just cause. If, in any case, the Appointing Authority feels there is just cause for discharge, the employee shall be suspended for five (5) days and the employee and the Local Union shall be notified, in writing, that the employee is subject to discharge and shall be furnished with the reason(s) therefor.

Probationary Employees: The Appointing Authority shall not discharge or fail to certify any probationary employee without just cause. The Appointing Authority shall notify the employee, in writing, with a copy to the Local Union, of the reason(s) for discharge or non-certification.

Section 4. Appeal Procedures. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article XVII.

Probationary employees serving an initial probationary period may have the Union process the grievance on discharge or non—certification through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement.

Employees who have permanent status in another class and fail to be certified in a subsequent probationary period shall have the right to return to the position or another position in the same class in the seniority unit from which the employee was transferred or promoted. These permanent status employees who fail to be certified may have the Union process non—certification grievances through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement. However, for any grievance other than non—certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied the use of Article XVII through the arbitration provisions.

The discharge of unclassified employees is not subject to the arbitration provisions of Article XVII (Grievance Procedure).

-22-

Section 5. Personnel Records. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

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

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record

and shall be entitled to have the employee's written response included therein.

Upon the request of the employee, a written reprimand or a written record of a suspension of ten (10) days or less, shall be removed from the employee's personnel record provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of a written reprimand or three (3) years following the effective date of the suspension.

The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee. In the event a grievance is initiated under Article XVII, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon the request of the employee. Up to ten (10) copies of such material shall be without cost to the employee, Local Union, or Union.

Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's per-

sonnel file.

Only the personel office record may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Appointing Authority from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

Section 6. Union Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the Union and/or the Local Union present at such meeting.

The Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

Section 7. Non-Tenured Labor Service Employees. The grievance and arbitration provisions of this Agreement do not apply to non-tenured labor service employees.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

Section 2. Processing Grievances. The Steward involved, the Chief Steward, the Local Union President or the Local Union Vice—President, and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor, which shall not be unreasonably withheld. The Steward involved and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to present the employee's grievance to the Appointing Authority.

The Steward involved, the Grievance Committee members, and the grieving employee shall receive their regular pay, excluding overtime, when a grievance is investigated or processed during working hours in Steps 1 through 3. In addition, the Union Steward, the Chief Steward, and the Local Union President or the Local Union Vice—President shall receive their regular pay if they participate in Steps 2 and 3.

Upon the agreement of the Union and the Employer, the Local Union Steward, Chief Steward, President, and Vice—President need not be from the same seniority unit or bargaining unit as the grieving employee.

- STEP 1: The Union Steward, the Chief Steward, or the Union President, with or without the employee, shall attempt to resolve the matter with the employee's immediate supervisor within twenty—one (21) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond to the Steward within seven (7) calendar days.
- STEP 2: If the grievance has not been resolved to the satisfaction of the Local Union within seven (7) calendar days after the immediate supervisor's response is due, it may be presented in writing by the Union Steward to the next level of supervision which has been designated by the Appointing Authority to process grievances. The written grievances shall state the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The designated Appointing Authority Representative shall arrange a meeting with the Union Steward to discuss the grievance within seven (7) calendar days. The Local Union President or Local Union Vice—President and/or Chief Steward may also participate in such meeting. A written response shall be forwarded to the Union Steward within seven (7) calendar days of the meeting.

- STEP 3: If the grievance still remains unresolved, it may be presented to the Appointing Authority or designated representative by the Chief Steward within seven (7) calendar days after the Step 2 response is due. The Appointing Authority or designee shall arrange a meeting with the Chief Steward within seven (7) calendar days. The Union Steward, Local Union President, or Local Union Vice—President, and a Union staff representative may participate in such meeting. The Appointing Authority or designee shall respond to the Chief Steward and the Union staff representative in writing within seven (7) calendar days.
- STEP 4: If the grievance remains unresolved after the response of the Appointing Authority is given or is due, the Union shall have ten (10) calendar days in which to submit a letter to the State Negotiator and the Appointing Authority stating its intent to submit the issue to arbitration. When such a letter of intent has been submitted, the Union shall then have sixty (60) additional calendar days from the date of the letter to notify the State Negotiator in writing, that it desires to proceed with actual arbitration of the grievance. During the sixty (60) calendar days the Union and the State Negotiator may, by mutual agreement, petition the Minnesota Bureau of Mediation Services for assistance in resolving the grievance. If either party determines during the mediation process that further mediation would serve no purpose, the Union may proceed to arbitration. Within five (5) calendar days after the Union has notified the State Negotiator that it desires to proceed with the actual arbitration of the grievance the parties shall determine the arbitrator to hear the arbitration by the method provided for in Section 3 of this Article. Expenses for the arbitrator's services and the proceedings shall be borne by the losing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a change, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

Section 3. Arbitration Panel. All arbitrations arising under this Agreement shall be heard by a member of the permanent panel of five (5) arbitrators which shall be selected to serve for the life of this Agreement. Prior to September 30, 1981, the State Negotiator and the Union shall prepare a list of fifteen (15) arbitrators selected from the lists of arbitrators provided to the parties by the American Arbitration Association. The members of the permanent panel shall be selected from the list by the following method: The Union and the State Negotiator shall each strike a name from the list. The parties shall continue to strike names until the five (5) members of the permanent panel have been selected.

Arbitrators shall be selected to hear a grievance arbitration by lot.

If a vacancy on the permanent panel occurs during the life of this Agreement the vacancy shall be filled from among the remaining names on the original list by the same method used for selecting the original panel.

Section 4. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties of this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

Section 5. Time Limits. If a grievance is not presented within the time limits set forth above or the time lists set forth in a Supplemental Agreement, it shall be considered "waived". If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority or its agents does not answer a grievance or an appeal thereof within the specified time limits, the Union or its agents may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority or its agents and the Union or its agents in each step and such extension will not be unduly denied. By mutual agreement of the Appointing Authority and the Union, the parties may waive Steps 1, 2 and/or 3.

By mutual agreement of the parties, time limits may be extended for the purpose of entering an employee into an Employee Assistance Program. Requests by the Union or Appointing Authority to so extend time limits shall not be unreasonably denied. All such agreements shall be in writing and signed by both the Union or its agents and the Appointing Authority or its agents.

ARTICLE XVIII

WAGES

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

Section 2. Conversion. Effective August 11, 1981, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix E, except as hereafter set forth.

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

In the event the August 11, 1981, maximum rate set forth in Appendix E is equal to or less than the employee's current salary, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of August 10, 1981.

Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases, except as provided in the Memorandum of Understanting (Wage Inequities).

Section 3. Progression. All increases authorized by this Section shall be effective at the start of the pay period nearest to the completion of the months of required service.

Progression for classes assigned to the Compensation Grids 10, 11, 15, and 17 shall be as follows:

Employees at the first step shall be advanced to the second step at the completion of six (6) calendar months of satisfactory continuous service at the first step. Employees shall be advanced from the second to the third step at the completion of six (6) calendar months of satisfactory continuous service at the second step. Employees at or beyond the third step shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at that step, until the maximum rate of pay is attained.

Employees who were formerly in the A Schedule who have been at or above the position rate one year or more as of August 11, 1981, shall be immediately eligible for a satisfactory performance increase of one step. Future progression increases shall be governed by the provisions of this Section.

Employees who were formerly in the A Schedule who convert to step 1 or 2 in the new compensation grid and have served at least six (6) months at their step, shall be immediately eligible for a satisfactory progression increase of one step. Future progression increases shall be governed by the provisions of this Section.

Unit 7 employees who had been at the maximum step of their salary range for twelve (12) calendar months or more, shall be immediately eligible for a progression increase.

Appointing Authorities may withhold such step increases because of unsatisfactory service, with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the employee has achieved a satisfactory level of performance.

Progression for classes assigned to Compensation Grids 12 and 14 shall be as follows:

The orientation rate shall be paid during the first six (6) calendar months of employment within a class and the base rate shall be paid thereafter unless payment at the base rate is provided in accord with Section 4A.

Employees in apprentice classes shall receive progression step increases upon completion of the hourly service requirements specified in Compensation Grid 16.

Progression for classes assigned to Compensation Grid 13 (Labor Service) shall be as follows:

Employees at Step A shall advance to Step B after eight hundred (800) hours of service within a calendar year. Employees at Step B shall advance to Step C after two (2) consecutive calendar years with eight hundred (800) hours or more of service in each year at Step B. Employees shall advance from Step C to Step D after two (2) consecutive calendar years of service with eight hundred (800) hours or more of service in each year at Step C. Service requirements must be fulfilled with the same Appointing Authority, at the same principal place of employment, and performing similar work.

Non—Tenured Laborers who fail to meet the service and hour requirements for advancement in any calendar year and who are subsequently reappointed to the labor service with the same Appointing Authority within one (1) year of termination shall be reappointed at the step at which they were last paid.

Tenured Laborers who fail to meet the service and hour requirements for advancement in any calendar year shall continue at the step at which they were last paid until they meet the service and hour requirements for advancement.

Tenured Laborers whose continuous service is interrupted shall be considered to be new employees for purposes of this Section if they are subsequently reappointed to the labor service and shall be reappointed at Step A.

Section 4. Salary Upon Class Change.

A. Promotion

Employees who are promoted during the life of this Agreement shall be granted a salary increase of at least one (1) step or shall be paid at the minimum of the higher range whichever is greater.

B. Voluntary Transfer

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

C. Voluntary Demotion

An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

D. Non-certification during Probationary Period

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

Section 5. General Wage Adjustments. The compensation grids for classes covered by this Agreement are contained in Appendix E, and shall be effective August 11, 1981. Employees shall convert to the new compensation grid as provided in Section 2.

Section 6. Second Year Wage Adjustments.

- A. Units 2, 7, and 8. Effective June 30, 1982, all salary ranges and rates for classes in Units 2, 7, and 8 shall be increased by six (6) percent, rounded to the nearest cent. Effective December 29, 1982, all salary ranges and rates for classes in Units 2, 7, and 8 shall be increased by three (3) percent, rounded to the nearest cent. Salary increases provided by this subsection shall be given to all employees in Units 2, 7, and 8, including those employees whose rates of pay exceed the maximum rate for their class.
- B. Units 3, 4, and 6. In addition to the basic rates of pay set forth in Appendix E, all employees in Units 3, 4, and 6, including those employees whose rates of pay exceed the maximum rate for their class, will be paid cost of living adjustments based upon changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (New Series Index, 1967=100) published for the Minneapolis—St. Paul area by the U. S. Bureau of Labor Statistics. If the Bureau of Labor Statistics ceases to publish an index for the Minneapolis—St. Paul Area with a base of 1967=100, readings for April, 1982, and October, 1982, shall be converted to the 1967 base using the appropriate formula published by the Bureau of Labor Statistics.

For each 0.4 point increase in the CPI during the Base Period set forth below, all rates shall be increased by \$0.01 per hour. Such cost of living allowances shall become effective on the payroll period date set forth below and shall continue in effect until a redetermination of the allowance is made. Since all base periods originate with October, 1981, cost of living adjustments are not cumulative and allowances paid under an earlier determination shall cease when a redetermination takes effect.

BASE PERIOD

EFFECTIVE DATE

October 1981 - April 1982 October 1981 - October 1982 June 30, 1982 December 29, 1982

During the period when cost of living allowances are in effect, such allowances shall be added to the basic rate of pay for each employee and treated as part thereof in all calculations involving employees' pay.

Section 7. Shift Differential. Effective August 11, 1981, the shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be thirty cents (\$0.30) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

Section 8. Intermittent Differential Pay. Certain work duties and the operation of certain equipment as listed in Appendix F provide for the payment of intermittent equipment operation differentials for employees earning less than the rate of pay for Heavy Equipment Operator (full-time). Employees certified by the Appointing Authority to operate the equipment shall receive the differential pay for a full one—half (1/2) shift when they perform the work duties or operate the equipment during that one—half (1/2) shift.

Payment of the intermittent equipment operation differentials shall not apply to any loading equipment when a truck operator, on an occasional basis, loads his/her own truck with ice control material from a stockpile during ice control operations.

When new equipment is put into use, the differential rate for the new equipment shall be established by the Employer based on comparability to equipment currently in Equipment Pay Classifications I through IV.

Highway Maintenance Project Foreman (Intermittent) and Bridge Worker Foreman (Intermittent) shall receive the intermittent differential pay for a full one—half (1/2) shift when they are assigned to the work duties of the Project Foreman during that one—half (1/2) shift.

Section 9. Work Out of Class. When an employee is expressly assigned to perform all of the duties of a position allocated to a different class that is temporarily unoccupied for reasons other than one of the following:

- 1. Vacation; or,
- 2. Short periods of sick leave; or,
- 3. The time required, to a maximum of four (4) weeks, for the posting, bidding, and job filling process;

and the work out of class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater.

Section 10. Correction Trades Differential. The following Skilled Trade classes employed in adult institutions of the Department of Corrections shall receive a \$0.60 per hour differential:

Assistant Chief Power Plant Engineer

Automative Mechanic Lead

Cabinet Maker Carpenter Carpenter Lead Caulker

Electrician Electrician Lead

Industries Production Supervisor-all options Institution Maintenance Lead Worker

Machinery Repair Worker

Machinist

Machinist Foreman

Mason

Mason Foreman

Painter

Painter Lead

Plant Maintenance Engineer

Plasterer Plumber Plumber Lead

Prison Industries Foreman-all options

Refrigeration Mechanic

Roofer

Sheet Metal Worker Stationary Engineer

Steamfitter

Steamfitting Foreman

Upholsterer Welder

Section 11. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Effective August 11, 1981, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty—five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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

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

Section 12. Injured on Duty Pay. The parties recognize that employees working with residents or inmates of certain State institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, an employee of any Department of Corrections, Department of Public Welfare, Department of Education, or Department of Veterans Affairs institution who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person who is a resident or is in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the Workers' Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the employee's regular hourly rate of pay per disabling injury.

Section 13. Performance Evaluations. The employee shall receive a copy of the performance evaluation at the time he/she signs it. If the Appointing Authority adds comments to the performance evaluation after the evaluation has been signed by the employee, the Appointing Authority shall notify the employee of the change.

ARTICLE XIX

INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High—Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors.

Section 2. Eligible Employees. All employees covered by this Agreement who: 1) are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months; or 2) are scheduled to work at least thirty (30) hours weekly for a twelve (12) consecutive month period shall be eligible to receive the benefits provided under this Article, except for emergency, temporary, or intermittent employees; student workers hired after July 1, 1979, and interns; part—time or seasonal employees serving on less than a seventy—five (75) percent time basis. This exclusion shall not apply to a part—time or seasonal employee in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal employees who were receiving State

group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive State group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977.

Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment with the State.

An employee must be actively at work on the effective date of coverage except that an employee who is on paid leave on the date State paid life insurance benefits increase shall also be entitled to the increased life insurance coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. This also applies to any optional coverages. In no event shall the dependents' coverage become effective before the employee's coverage.

Benefits provided under this Article shall continue as long as an employee meets these eligibility requirements and appears on a State payroll for at least one (1) working day during each payroll period or is off the State payroll due to a work related injury or disability and is either receiving Workers' Compensation payments or is using disability leave as provided in Article X. Vacation leave, compensatory time or sick leave cannot be used for the purpose of continuing State paid insurance by keeping an employee on a State payroll for one working day per pay period during the time the employee is on an unpaid leave of absence.

If an eligible employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless continue to be eligible for benefits provided the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences. Part—time or seasonal employees who do not meet the 75% time requirements set forth above may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees age sixty—five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally—sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective August 11, 1981, the Employer shall pay the full cost of employee coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat—rate dollar amount per month up to the total employee Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective August 11, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat—rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all amployees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high—option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix I. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Employees employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981, and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

Section 5. Workers' Compensation. When an employee has incurred an on the job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of Minnesota Statutues (1980) 176.191, Subdivision 3.

Section 6. Employer Contribution for Dental Insurance. Effective August 11, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat—rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective August 11, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat—rate dollar amount per month up to one—half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix I.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

Employee's Annual Base Salary	Group Life Insurance	Accidental Death and Dismemberment-Principal Sum
\$0 - \$10,000	\$10,000	\$10,000
\$10,001 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
over \$20,000	\$25,000	\$25,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 for each dependent and up to one—half (1/2) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible employees:

- A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.
- B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.
- C. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

Section 9. Group Premium for Early Retirement. Employees who retire from State service prior to age 65 and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the employee's expense, in the group hospital and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. Insurance Coverage for Employees on Layoff. All eligible classified employees with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff. Such employees shall have the option to continue to participate in the group insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

Section 12. Death Benefit. Employees who retire on or after August 11, 1981, shall be entitled to a \$500.00 cash death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled for an annuity under a State retirement program. A \$500.00 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after August 11, 1981, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

ARTICLE XX

EXPENSE ALLOWANCES

Section 1. General. The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accord with the terms of this Article.

Section 2. Automobile Expense. When a State—owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty—four (24) cents per mile for mileage on the most direct route according to Transportation Department records. When a State—owned vehicle is offered and declined by the employee, mileage may be paid at the rate of nineteen (19) cents per mile on the most direct route. However, if a State—owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

Employees who use a specially equipped personal van or van—type vehicle on official State business shall be reimbursed for mileage at a rate of thirty—eight (38) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of twelve (12) cents per mile on the most direct route

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of thirty—eight (38) cents and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$10.00 per week for laundry and dry cleaning for each week after the first week.

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

A. Breakfast

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

B. Noon Meal.

For employees stationed outside the seven (7) county metropolitan area the following shall apply: Lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty—five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.

For employees stationed in the seven (7) county metropolitan area the following shall apply: Employees shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.

C. Dinner.

Dinner reimbursement may be claimed only if the employee is away from his/her home station in a travel status overnight or is required to remain in a travel status until after 7:00 P.M.

D. Reimbursement Amount.

Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast - \$4.00 Lunch - \$5.00 Dinner - \$9.00

Section 6. Special Expenses. When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of State business, shall also be reimbursed.

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

ARTICLE XXI

RELOCATION ALLOWANCES

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

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

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

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

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$3,000 shall be paid by the Appointing Authority.
- C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$350.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting applicances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article XX (Expense Allowances), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

ARTICLE XXII

WORK RULES

An Appointing Authority may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Appointing Authority shall discuss the changes in new or amended work rules with the Local Union, explaining the need therefor, and shall allow the Local Union reasonable opportunity to express its views prior to placing them in effect. Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable.

ARTICLE XXIII

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, or political affiliation. The Union shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

The Appointing Authority agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Appointing Authority or any Employer representative against any employee because of Union membership or non—membership or because of any employee activity in an official capacity on behalf of the Union, which is in accord with the provisions of this Agreement.

The union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in each bargaining unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the Union.

Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, the general public and/or clients.

The Employer and the Union shall establish a joint Affirmative Action Committee. The Committee shall be composed of eight (8) persons designated by the Employer and an equal number of persons designated by the Union.

The Joint Affirmative Action Committee shall meet as determined by the parties. They shall study:

Affirmative action plans;

Affirmative action goals and objectives;

Data, including labor market statistics to determine if protected class individuals are available for employment or exist in present State employment;

Proposed solutions to existing problems brought to the Committee for review and discussion; and,

Measures to provide maximum cooperation with goals and objectives determined by the Committee.

This Committee shall develop a policy to prohibit sexual harassment. The policy shall include a definition of sexual harassment, a reporting system that ensures confidentiality and protection from reprimand for complaints and witnesses.

ARTICLE XXIV

MANAGEMENT RIGHTS

It is recognized that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer and its agencies in all its various aspects.

These rights include but are not limited to the right to determine policy, functions, and programs; determine and establish budgets; utilize technology; relieve employees due to lack of work or other legitimate reasons; determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and select and direct personnel.

Any terms of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE XXV

UNION RIGHTS

Section 1. Union Activities. With advance notice to the employee's immediate supervisor, the Appointing Authority agrees that during working hours, on the Appointing Authority's premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time which does not unduly interfere with their normal duties to: post union notices and announcements; transmit communications authorized by the Local Union or its Officers to the Employer or his/her representative; or consult with the Employer, his/her representatives, Local Union Officers, or other Union Representatives, concerning enforcement of any provisions of this Agreement.

Section 2. Employee Bulletin Boards. The Appointing Authority shall furnish and maintain adequate bulletin board space in convenient places in the work areas to be used exclusively by the Union for posting pertinent Union information. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement nor shall it contain material of a partisan political or inflammatory nature.

ARTICLE XXVI

SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulationy promulgated thereunder having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, Executive Order, or regulation regarding wage and price controls, only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

ARTICLE XXVII

HOUSING

Section 1. Rental Rates. Any employee who is required by the Appointing Authority to live in a State owned residence as a condition of employment shall not be required to pay rent for the dwelling. Any employee who is not required by the Appointing Authority to live in a State owned residence as a condition of employment shall pay a fair rental rate established by the Appointing Authority for the dwelling.

In the event the Appointing Authority no longer requires an employee to live in a State owned residence as a condition of employment, the employee will be given a reasonable period of time not to exceed sixty (60) calendar days in which to find alternate housing if the employee so decides.

The Appointing Authority shall advise all employees in writing if occupancy of a particular dwelling is a condition of employment.

Section 2. Utilities and Repairs. The Appointing Authority shall pay all taxes on State owned residences.

If the Appointing Authority requires an employee to maintain an office in the State owned residence, the Appointing Authority shall pay all utilities related to the operation of the office.

The employee occupying the residence will be responsible for changing storm windows and screens and routine maintenance of the grounds designated as residence property, but all necessary decorating, painting, and repairs shall be done by the Appointing Authority at no cost to the employee. Employees shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority and may be held responsible for any damage or alteration beyond ordinary wear.

Section 3. Garage Space. If available, garage space may be used by the employee for his/her private vehicle without cost to the employee. If State facilities are provided for this purpose, the employee shall not use State equipment or facilities for the repair or maintenance of the employee's vehicle.

ARTICLE XXVIII

NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of Minnesota Statutes 179.64, Subdivision 1. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment." (Minnesota Statutes 179.63, Subdivision 2.)

Any employee who knowingly violates the provisions of this section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article XVII (Grievance Procedure) of this Agreement.

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

ARTICLE XXIX

LEGISLATIVE RATIFICATION

Section 1. Action Required. It is understood that this Agreement must be approved by the Seventy-Second (72nd) session of the Minnesota Legislature or by the Legislative Commission on Employee Relations prior to implementation. The Employer shall draft all necessary ratification legislation required to implement fully the provisions of this Agreement. Legislation required by this Agreement shall include those items necessary to implement the provisions of written agreements between the State of Minnesota and the Union. The Union is not committed to support any provision of legislation which does not specifically relate to the provisions of this Agreement.

The Employer shall furnish the Union a copy of the ratification legislation and shall consult with the Union regarding the correctness of the proposed ratification legislation.

Section 2. Legislation. The Employer and the Union pledge their complete and active support toward early ratification by the Legislature on legislation submitted in accord with Section 1 of this Article. The Employer and the Union will not support any legislative action which would alter the express provisions of this Agreement in any manner.

ARTICLE XXX

LABOR SERVICE

Employees in the labor service who are employed for a total of six (6) months within a twelve (12) month period shall be known as Tenured Laborers and shall be covered by all provisions of this Agreement.

ARTICLE XXXI

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the eleventh day of August, 1981, subject to the acceptance of the Seventy—Second (72nd) session of the Legislature or the Legislative Commission on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 1983.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than October 1 of even—numbered years that it desires to modify the Agreement. In the event such notice is given, negotiations shall commence not later than November 15th of even—numbered years.

This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired termination date which shall not be before the expiration date provided above.

In witness thereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ James W. Geissner State Labor Negotiator

/s/ H. Glen Littler President /s/ Barbara L. Sundquist

Commissioner of Employee Relations

/s/ Mike Haney
Vice President

/s/ Judy Steinke Secretary

/s/ Richard Halterman
Treasurer

/s/ Peter Benner
Assistant Director

APPENDIX A

The following is a listing of bargaining units for which AFSCME, Council 6, AFL—CIO has exclusive bargaining rights at the time this Agreement was signed.

Unit 2. Craft. Maintenance and Labor Unit

Unit 3, Service Unit

Unit 4, Health Care Non-Professional Unit

Unit 6, Clerical and Office Unit

Unit 7, Technical Unit

Unit 8, Correctional Counselor Unit

CRAFT, MAINTENANCE AND LABOR UNIT

UNIT 2

Case No: 80-PR-1258-A

All employees in the classifications included in the Craft, Maintenance and Labor Unit No. 2 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61—179.76.

SERVICE UNIT

UNIT 3

Case No: 80-PR-1259-A

All employees in the classifications included in the Service Unit No. 3 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61–179.76.

HEALTH CARE NON-PROFESSIONAL UNIT

UNIT 4

Case No: 80-PR-1260-A

All employees in the classifications included in the Health Care Non-Professional Unit No. 4 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61—179.76.

CLERICAL AND OFFICE UNIT

UNIT 6

Case No: 80-PR-1261-A

All employees in the classifications included in the Clerical and Office Unit No. 6 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61–179.76.

TECHNICAL UNIT

UNIT 7

Case No: 80-PR-1262-A

All employees in the classifications included in the Technical Unit No. 7 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61–179.76.

CORRECTIONAL COUNSELOR UNIT

UNIT 8

Case No: 81-PR-1959-A

All employees in the classifications included in the Correctional Counselor Unit No. 8 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61–179.76.

APPENDIX B - HOLIDAYS

Fligible employees who normally work less than full—time and eligible intermittent employees, temporary employees, and non—tenured laborers 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 9 1/2	0
At least 9 1/2, but less than 19 1/2	1
At least 19 1/2, but less than 29 1/2	2
At least 29 1/2, but less than 39 1/2	3
At least 39 1/2, but less than 49 1/2	4
At least 49 1/2, but less than 59 1/2	5
At least 59 1/2, but less than 69 1/2	6
At least 69 1/2, but less than 79 1/2	7
At least 79 1/2	8

APPENDIX C - VACATION

Fligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals prorated according to the rate table listed below:

HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF LENGTH OF SERVICE

No. Hours Worked During Pay Peiod	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
l ess than 9 1/2	0	0	0	0	0
At least 9 1/2 but Iss than 19 1/2	3/4	1	1-1/4	1-1/2	1-1/2
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3
At least 39 1/2, but less than 49 1/2	2	2-1/2	3-1/2	3-3/4	4
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7
At least 79 1/2	4	5	7	7-1/2	8

APPENDIX D - SICK LEAVE

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals prorated according to the rate schedule indicated below:

HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE

Number of Hours Worked During Pay Period	Less than 900 Hours	900 Hours and Maintained
Less than 9 1/2 At least 9 1/2, but less than 19 1/2 At least 19 1/2, but less than 29 1/2 At least 29 1/2, but less than 39 1/2 At least 39 1/2, but less than 49 1/2 At least 49 1/2, but less than 59 1/2 At least 59 1/2, but less than 69 1/2 At least 69 1/2, but less than 79 1/2 At least 79 1/2	0 3/4 1 1 1/2 2 2 1/2 3 3 1/2	0 1/4 1/2 3/4 1 1 1/4 1 1/2 1 3/4
7 (100,001 0 17 2	7	2

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
000001	ACCOUNT CLERK	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000632	ACCOUNT CLERK SENIOR	10	58H	1,115	1,343	6.41	7.72	6 CLERICAL
000774	ACCOUNTING TECHNICIAN	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
000878	ACCOUNTING TECHNICIAN SENIOR	11	63I	1,274	1,599	7.32	9.19	7 TECHNICAL
000005	ADDRESSING MACHINE TECHNICIAN	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
001026	ADMINISTRATIVE SECRETARY	10	58H	1,115	1,343	6.41	7.72	6 CLERICAL
001803	ADMISSION/GIFT SHOP CLERK	10	48H	880	1,039	5.06	5.97	6 CLERICAL
000523	AGRIC LAB TECHNICIAN	10	54H	1,009	1,202	5.80	6.91	3 SERVICE
001988	AGRONOMY DISTRICT COORDINATOR	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
001989	AGRONOMY DISTRICT COORD SENIOR	11	67I	1,423	1,787	8.18	10.27	7 TECHNICAL
002305	ALCOHOL PROBLEM ASSESSOR	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
001760	ANIMAL HEALTH TECHNICIAN	11	57I	1,089	1,343	6.26	7.72	7 TECHNICAL
000030	ARCHITECTURAL DRAFTING TECH 1	11	591	1,141	1,423	6.56	8.18	7 TECHNICAL
000031	ARCHITECTURAL DRAFTING TECH 2	11	68I	1,463	1,839	8.41	10.57	7 TECHNICAL
000032	ARCHITECTURAL DRAFTING TECH 3	11	731	1,693	2,102	9.73	12.08	7 TECHNICAL
000631	AREA TERMINAL PRODUCE INSPECTOR	11	67I	1,423	1,787	8.18	10.27	7 TECHNICAL
000805	ATHLETIC EQUIPMENT ASSISTANT	10	56H	1,061	1,274	6.10	7.32	3 SERVICE
001048	ATHLETIC TRAINER	10	59H	1,141	1,382	6.56	7.94	3 SERVICE
000093	ATTENDANT GUARD	10	63H	1,274	1,552	7.32	8.92	4 HEALTH
000094	ATTENDANT GUARD SUPERVISOR	10	65H	1,343	1,646	7.72	9.46	4 HEALTH
000969	AUDIO VISUAL AIDE	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000099	AUDIO VISUAL EDUC SPEC	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
002035	AUDIO VISUAL TECHNICIAN	11	57 I	1,089	1,343	6.26	7.72	7 TECHNICAL
000103	AUTOMOBILE DRIVER	10	53H	987	1,171	5.67	6.73	3 SERVICE
000109	AUTOMOBILE SERVICE ATTENDANT	10	55H	1,035	1,235	5.95	7.10	3 SERVICE
001561	AUTOMOBILE SVCS ATTENDANT SR	10	57H	1,089	1,307	6.26	7.51	3 SERVICE
000105	AUTOMOTIVE MECHANIC	14	89B	1,611	1,658	9.26	9.53	2 CRAFT
002100	AUTOMOTIVE MECHANIC LEAD	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
000929	AUTOMOTIVE PARTS TECHNICIAN	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY		BARG UNIT # NAME
000108	AUTOMOTIVE TECHNICIAN	14	83B	1,357	1,395	7.80	8.02	2 CRAFT
000112	BACTERIOLOGY AIDE	11	57I	1,089	1,343	6.26	7.72	7 TECHNICAL
000113	BAKER	10	58H	1,115	1,343	6.41	7.72	3 SERVICE
000114	BARBER	11	54I	1,009	1,235	5.80	7.10	7 TECHNICAL
000115	BARBER INSPECTOR	11	56 I	1,061	1,307	6.10	7.51	7 TECHNICAL
000116	BEAUTY OPERATOR	11	54I	1,009	1,235	5.80	7.10	7 TECHNICAL
000117	BEAUTY SHOP INSPECTOR	11	56I	1,061	1,307	6.10	7.51	7 TECHNICAL
000119	BLUEPRINTER	10	59H	1,141	1,382	6.56	7.94	6 CLERICAL
000918	BLUEPRINTER SUPERVISOR	10	62H	1,235	1,505	7.10	8.65	6 CLERICAL
000123	BOOKKEEPING MACHINE CLERK	10	51H	943	1,115	5.42	6.41	6 CLERICAL
000128	BRIDGE WORKER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
002214	BUILDING MNTC COORDINATOR	14	73G	1,693	1,996	9.73	11.47	2 CRAFT
002270	BUILDING MNTC LEAD WORKER	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
000982	BUILDING OPERATIONS SCHEDULER	10	64H	1,307	1,599	7.51	9.19	6 CLERICAL
002237	BLDG SVC COORD - AH-GWAH-CHING	10	62H	1,813	2,346	10.42	13.48	3 SERVICE
002238	BUILDING SERVICES LEAD	10	60H	1,684	2,178	9.68	12.52	3 SERVICE
000135	BUILDING UTILITIES MECH	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001326	BUILDINGS & GROUNDS WORKER	10	56H	1,061	1,274	6.10	7.32	3 SERVICE
001394	BUYER AIDE	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
001858	BUYER ASSISTANT	10	54H	1,009	1,202	5.80	6.91	6 CLERICAL
000143	CABINET MAKER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001661	CAPITOL CENTREX OPERATOR SR	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000146	CARPENTER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001321	CARPENTER APPRENTICE	16	991	1,373	1,623	7.89	9.33	2 CRAFT
002101	CARPENTER LEAD	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
000148	CASHIER	10	58H	1,115	1,343	6.41	7.72	6 CLERICAL
002307	CASHIER COORDINATOR	10	6 O H	1,171	1,423	6.73	8.18	6 CLERICAL
000963	CAULKER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001531	CENTRAL PAYROLL OPERATIONS SPEC	10	63H	1,274	1,552	7.32	8.92	6 CLERICAL

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
000152	CEREAL CHEMIST	11	621	1,235	1,552	7.10	8.92	7 TECHNICAL
000212	CHEMICAL DEPENDENCY COUNSELOR	10	63H	1,274	1,552	7.32	8.92	4 HEALTH
001027	CHEMICAL DEPENDENCY COUNS SR	10	66H	1,382	1,693	7.94	9.73	4 HEALTH
000154	CHEMIST AIDE	11	57 I	1,089	1,343	6.26	7.72	7 TECHNICAL
000176	CLERK 1	10	48G	880	1,014	5.06	5.83	6 CLERICAL
000177	CLERK 2	10	51H	943	1,115	5.42	6.41	6 CLERICAL
001928	CLERK 3	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000642	CLERK 4	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
000179	CLERK STENOGRAPHER 1	10	51H	943	1,115	5.42	6.41	6 CLERICAL
000981	CLERK STENOGRAPHER 2	10	53H	987	1,171	5.67	6.73	6 CLERICAL
002090	CLERK STENOGRAPHER 3	10	55H	1,035	1,235	5.95	7.10	6 CLERICAL
000665	CLERK STENOGRAPHER 4	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
000180	CLERK TYPIST 1	10	49G	901	1,039	5.18	5.97	6 CLERICAL
000980	CLERK TYPIST 2	10	51H	943	1,115	5.42	6.41	6 CLERICAL
001929	CLERK TYPIST 3	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000666	CLERK TYPIST 4	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
001602	COLLEGE BOOKSTORE COORD	10	54H	1,009	1,202	5.80	6.91	6 CLERICAL
000181	COLLEGE CASHIER	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
001385	COLLEGE CENTER ATTENDANT	10	51H	943	1,115	5.42	6.41	6 CLERICAL
000865	COLLEGE LABORATORY ASSISTANT	11	57I	1,089	1,343	6.26	7.72	7 TECHNICAL
000184	COMPTOMETER OPERATOR	10	51H	943	1,115	5.42	6.41	6 CLERICAL
000185	COMPTOMETER UNIT SUPERVISOR	10	53H	987	1,171	5.67	6.73	6 CLERICAL
001640	CONSUMER AIDE	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
000197	COOK	10	54H	1,009	1,202	5.80	6.91	3 SERVICE
000198	COOK SUPERVISOR	10	58H	1,115	1,343	6.41	7.72	3 SERVICE
001085	CORRECTIONAL COUNSELOR 1	15	010	1,248	1,319	7.17	7.58	8 GUARDS
001086	CORRECTIONAL COUNSELOR 2	15	02H	1,354	1,656	7.78	9.52	8 GUARDS
001719	CC3 (SENSITIVE SECURITY)	15	03H	1,563	1,902	8.98	10.93	8 GUARDS
001720	CC3 (SUPERVISION)	15	03H	1,563	1,902	8.98	10.93	8 GUARDS

CLASS CODE	TITLE	GRID	COMP CODE	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
001721	CC 3 (TREATMENT)	15	03H	1,563	1,902	8.98	10.93	8 GUARDS
000201	CORRECTIONAL OFFICER	15	02E	1,354	1,516	7.78	8.71	8 GUARDS
002188	CORRECTIONS CHIEF COOK	10	66I	1,382	1,740	7.94	10.00	3 SERVICE
001990	DAIRY SANITARIAN 1	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
001991	DAIRY SANITARIAN 2	11	65I	1,343	1,693	7.72	9.73	7 TECHNICAL
000402	DATA ENTRY OFERATOR	10	51H	943	1,115	5.42	6.41	6 CLERICAL
001465	DATA ENTRY OPERATOR LEAD	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
001384	DATA ENTRY OPERATOR SENIOR	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000713	DATA MACHINE OPERATOR 2	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
000714	DATA MACHINE SUPERVISOR 1	10	61H	1,202	1,463	6.91	8.41	6 CLERICAL
002303	DATA PROCESSING COORDINATOR 1	10	6 0 H	1,171	1,423	6.73	8.18	6 CLERICAL
002280	DATA PROCESSING COORDINATOR 2	10	691	1,505	1,891	8.65	10.87	6 CLERICAL
000224	DELIVERY VAN DRIVER	10	59H	1,141	1,382	6.56	7.94	3 SERVICE
000225	DENTAL ASSISTANT	11	531	987	1,202	5.67	6.91	7 TECHNICAL
001623	DENTAL ASSISTANT REGISTERED	11	56I	1,061	1,307	6.10	7.51	7 TECHNICAL
000226	DENTAL HEALTH ADVISOR	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
000227	DENTAL HYGIENIST	11	621	1,235	1,552	7.10	8.92	7 TECHNICAL
000233	DICTAPHONE OPERATOR	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000800	DINING HALL COORDINATOR	10	54H	1,009	1,202	5.80	6.91	3 SERVICE
000240	DOCUMENT RESTORER	10	6 O H	1,171	1,423	6.73	8.18	6 CLERICAL
001472	DRIVER & VEHICLE SERVICES AIDE	10	54H	1,009	1,202	5.80	6.91	6 CLERICAL
000245	DRIVER EVALUATOR	11	60I	1,171	1,463	6.73	8.41	7 TECHNICAL
000242	DRIVER EVALUATOR SR	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
001968	DRIVER SAFETY ANALYST	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
001025	DRIVER TRAINING COORDINATOR	11	67 J	1,423	1,839	8.18	10.57	7 TECHNICAL
000247	DUPLICATING MACHINE OPERATOR	10	51H	943	1,115	5.42	6.41	6 CLERICAL
002107	EDP OPERATIONS SPECIALIST	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
002268	EDP OPERATIONS TECHNICAL SPEC	11	69J	1,505	1,944	8.65	11.17	7 TECHNICAL
000885	EDP OPERATIONS TECHNICIAN 1	11	58I	1,115	1,382	6.41	7.94	7 TECHNICAL

CLASS CODE	TITLE	GRID	COMP CODE	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
000886	EDP OPERATIONS TECHNICIAN 2	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
001390	EDP OPERATIONS TECHNICIAN 3	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
002067	EDP TELECOMMUN MNTC SPECIALIST	11	73J	1,693	2,154	9.73	12.38	7 TECHNICAL
000266	ELECTRICIAN	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001319	ELECTRICIAN APPRÉNTICE	16	991	1,373	1,623	7.89	9.33	2 CRAFT
002108	ELECTRICIAN LEAD	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
000270	ELECTRONICS TECHNICIAN	11	65I	1,343	1,693	7.72	9.73	7 TECHNICAL
000938	ELECTRONICS TECHNICIAN SENIOR	11	67I	1,423	1,787	8.18	10.27	7 TECHNICAL
000945	EMERGENCY MEDICAL SERVICES TECH	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
001082	EMPLOYMENT SVCS ASSISTANT	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000792	EMPLOYMENT SVCS TECHNICIAN	10	55H	1,035	1,235	5.95	7.10	6 CLERICAL
001083	EMPLOYMENT SVCS TECH INTER	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
000793	EMPLOYMENT SVCS TECH SENIOR	10	59H	1,141	1,382	6.56	7.94	6 CLERICAL
000286	ENGINEERING AIDE	11	591	1,141	1,423	6.56	8.18	7 TECHNICAL
001063	ENGINEERING AIDE INTER	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
000644	ENGINEERING AIDE SENIOR	11	691	1,505	1,891	8.65	10.87	7 TECHNICAL
000292	EXECUTIVE 1	10	60H	1,171	1,423	6.73	8.18	6 CLERICAL
000293	EXECUTIVE 2	10	66I	1,382	1,740	7.94	10.00	6 CLERICAL
000294	EXECUTIVE 3	10	69J	1,505	1,944	8.65	11.17	6 CLERICAL
001917	EXHIBIT SPECIALIST	11	69J	1,505	1,944	8.65	11.17	7 TECHNICAL
001673	FINANCIAL AIDS ASST	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
000301	FINGERPRINT TECHNICIAN	10	59H	1,141	1,382	6.56	7.94	6 CLERICAL
002160	FIRST AIDE SERVICES TECHNICIAN	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
001992	FOOD INSPECTOR	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
001993	FOOD INSPECTOR SENIOR	11	65I	1,343	1,693	7.72	9.73	7 TECHNICAL
000305	FOOD SERVICE WORKER	10	51H	943	1,115	5.42	6.41	3 SERVICE
001725	GENERAL MAINTENANCE WORKER 1	10	53C	987	1,035	5.67	5.95	3 SERVICE
001726	GENERAL MAINTENANCE WORKER 2	12	01B	1,164	1,190	6.69	6.84	3 SERVICE
001727	GENERAL MAINTENANCE WORKER 3	12	05B	1,262	1,298	7.25	7.46	3 SERVICE

CLASS CODE	TITLE	GRID	COMP	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY		ARG UNIT NAME
001728	GENERAL MAINTENANCE WORKER 4	12	0 6 B	1,298	1,336	7.46	7.68	3	SERVICE
001729	GENERAL MAINTENANCE WORKER 5	12	09B	1,416	1,458	8.14	8.38	3	SERVICE
001357	GENERAL REPAIR WORKER	14	87B	1,521	1,564	8.74	8.99	2	CRAFT
000316	GRAIN INSPECTOR 1	11	64I	1,307	1,646	7.51	9.46	7	TECHNICAL
000317	GRAIN INSPECTOR 2	11	65I	1,343	1,693	7.72	9.73	7	TECHNICAL
000318	GRAIN LABORATORY AIDE 1	11	541	1,009	1,235	5.80	7.10	7	TECHNICAL
000319	GRAIN LABORATORY AIDE 2	11	60I	1,171	1,463	6.73	8.41	7	TECHNICAL
000321	GRAIN SAMPLER 1	11	62I	1,235	1,552	7.10	8.92	7	TECHNICAL
000322	GRAIN SAMPLER 2	11	64I	1,307	1,646	7.51	9.46	7	TECHNICAL
001464	GRAPHIC ARTS CAMERA OPERATOR	10	61H	1,202	1,463	6.91	8.41	6	CLERICAL
000753	GRAPHIC ARTS SPECIALIST	11	66J	1,382	1,787	7.94	10.27	7	TECHNICAL
000328	GROUNDSKEEPER	10	55H	1,035	1,235	5.95	7.10	3	SERVICE
001599	GROUNDSKEEPER INTER	10	56H	1,061	1,274	6.10	7.32	3	SERVICE
000329	GROUNDSKEEPER SENIOR	10	60H	1,171	1,423	6.73	8.18	3	SERVICE
002220	GROUNDS & ROAD MNTC COORD	10	63H	1,274	1,552	7.32	8.92	3	SERVICE
001999	HAZARDOUS MATERIALS SPECIALIST	11	65 I	1,343	1,693	7.72	9.73	7	TECHNICAL
001395	HEALTH PROGRAM AIDE	10	57H	1,089	1,307	6.26	7.51	6	CLERICAL
000339	HEARING & VISION TECHNICIAN	10	50H	924	1,089	5.31	6.26	3	SERVICE
000343	HEARINGS REPORTER	11	75F	1,787	2,050	10.27	11.78	7	TECHNICAL
001372	HEARINGS REPORTER SENIOR	11	77J	1,891	2,363	10.87	13.58	7	TECHNICAL
000104	HEAVY EQUIPMENT FIELD MECHANIC	14	92B	1,757	1,810	10.10	10.40	2	CRAFT
000927	HEAVY EQUIPMENT MECHANIC	14	91B	1,707	1,757	9.81	10.10	2	CRAFT
000106	HEAVY EQUIPMENT MECH APPRENTICE	16	991	1,373	1,623	7.89	9.33	2	CRAFT
000344	HEAVY EQUIPMENT OPERATOR	14	90B	1,658	1,707	9.53	9.81	2	CRAFT
000353	HIGHWAY FIELD ASSISTANT	11	56I	1,061	1,307	6.10	7.51	7	TECHNICAL
000356	HIGHWAY MAINTENANCE WORKER	14	84B	1,395	1,437	8.02	8.26	2	CRAFT
000882	HIGHWAY MAINTENANCE WORKER SR	14	86B	1,479	1,521	8.50	8.74	2	CRAFT
000358	HIGHWAY SIGNAL TECHNICIAN	14	93B	1,810	1,864	10.40	10.71	2	CRAFT
000361	HIGHWAY TECHNICIAN	11	591	1,141	1,423	6.56	8.18	7	TECHNICAL

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
001064	HIGHWAY TECHNICIAN INTER	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
000646	HIGHWAY TECHNICIAN SENIOR	11	691	1,505	1,891	8.65	10.87	7 TECHNICAL
000897	HOCKEY RINK ICE MAKER	10	57H	1,089	1,307	6.26	7.51	3 SERVICE
000370	HOSPITAL SERVICES ASSISTANT	10	58H	1,115	1,343	6.41	7.72	4 HEALTH
001693	HOUSING PROGRAM TECHNICIAN	10	59H	1,141	1,382	6.56	7.94	6 CLERICAL
001596	HUMAN RIGHTS AIDE	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
001562	HUMAN SERVICES SPEC	10	58H	1,115	1,343	6.41	7.72	4 HEALTH
001563	HUMAN SERVICES SPEC SR	10	61H	1,202	1,463	6.91	8.41	4 HEALTH
001564	HUMAN SERVICES TECH	10	53H	987	1,171	5.67	6.73	4 HEALTH
001565	HUMAN SERVICES TECH SR	10	56H	1,061	1,274	6.10	7.32	4 HEALTH
000809	IDENTIFICATION OFFICER ASST	11	71J	1,599	2,050	9.19	11.78	7 TECHNICAL
001710	INDUSTRIES PRODUCTION SUPV(FND)	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
001924	INDUST PROD SUPV(TIRE RETREAD)	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
001715	INDUST PROD SUPV (TOOL & DIE)	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
001716	INDUST PROD SUPV (UPHOLSTERY)	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
002283	INDUSTRY PRODUCTION SUPERVISOR	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
002285	INDUSTRY PRODUCTION SUPV(MACH)	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
002284	INDUSTRY PRODUCT SUPV (MET FAB)	14	93B	1,810	1,864	10.40	10.71	2 CRAFT
001555	INSERTING MACHINE OPER	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
001556	INSERTING MACHINE OPER LEAD	10	58H	1,115	1,343	6.41	7.72	6 CLERICAL
002216	INSTITUTION MNTC LEAD WORKER	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
001960	INSTITUTIONAL AUTO/VAN DRIVER	10	55H	1,035	1,235	5.95	7.10	3 SERVICE
001011	INSTRUCT COMMUNICATIONS TECH	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
001845	INTERPRETIVE AIDE	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
002190	INVENTORY CONTROLLER	10	661	1,382	1,740	7.94	10.00	6 CLERICAL
002145	IRON RANGE TOUR GUIDE	10	53H	987	1,171	5.67	6.73	3 SERVICE
000396	JANITOR	10	55H	1,035	1,235	5.95	7.10	3 SERVICE
000863	JANITOR SENIOR	10	57H	1,089	1,307	6.26	7.51	3 SERVICE
001913	KEYLINER	10	54H	1,009	1,202	5.80	6.91	6 CLERICAL

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
001507	LABORATORY ATTENDANT 1	10	50H	924	1,089	5.31	6.26	3 SERVICE
001508	LABORATORY ATTENDANT 2	10	55H	1,035	1,235	5.95	7.10	3 SERVICE
000412	LABORER 1 NON-TENURED	13	10D	1,098	1,267	6.31	7.28	3 SERVICE
000414	LABORER 1 TENURED	13	10D	1,098	1,267	6.31	7.28	3 SERVICE
000415	LABORER 2	14	86B	1,479	1,521	8.50	8.74	2 CRAFT
000772	LABORER YOUTH	10	42F	741	858	4.26	4.93	3 SERVICE
000421	LAUNDRY ASSISTANT	10	52H	966	1,141	5.55	6.56	3 SERVICE
000422	LAUNDRY SUPERVISOR	10	56H	1,061	1,274	6.10	7.32	3 SERVICE
000423	LAW COMPLIANCE REPRESENTATIVE 1	11	581	1,115	1,382	6.41	7.94	7 TECHNICAL
000424	LAW COMPLIANCE REPRESENTATIVE 2	11	621	1,235	1,552	7.10	8.92	7 TECHNICAL
000427	LEGAL SECRETARY	10	59H	1,141	1,382	6.56	7.94	6 CLERICAL
001542	LEGAL SECRETARY SR	10	61H	1,202	1,463	6.91	8.41	6 CLERICAL
001541	LEGAL TECHNICIAN	11	61I	1,202	1,505	6.91	8.65	7 TECHNICAL
001936	LEGAL TEXT EDIT SPECIALIST	10	61H	1,202	1,463	6.91	8.41	6 CLERICAL
802000	LIBRARY TECHNICIAN	11	57I	1,089	1,343	6.26	7.72	7 TECHNICAL
000430	LICENSED PRACTICAL NURSE 1	10	57H	1,089	1,307	6.26	7.51	4 HEALTH
001659	LICENSED PRACTICAL NURSE 2	10	59H	1,141	1,382	6.56	7.94	4 HEALTH
000431	LIFE GUARD	10	50H	924	1,089	5.31	6.26	3 SERVICE
001074	LIQUOR CONTROL INVEST SPECIAL	11	66I	1,382	1,740	7.94	10.00	7 TECHNICAL
000434	LIVESTOCK WEIGHER 1	10	60H	1,171	1,423	6.73	8.18	3 SERVICE
000435	LIVESTOCK WEIGHER 2	10	62H	1,235	1,505	7.10	8.65	3 SERVICE
000440	MACHINERY REPAIR WORKER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000441	MACHINIST	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000442	MACHINIST FOREMAN	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
000903	MAIL HANDLER	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000444	MASON	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000445	MASON FOREMAN	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
001718	MATERIALS TRANSFER DRIVER	12	08B	1,375	1,416	7.90	8.14	3 SERVICE
000448	MEAT CUTTER	10	58H	1,115	1,343	6.41	7.72	3 SERVICE

COMP

CLASS

CLASS CODE	TITLE	GRID	COMP CODE	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
001961	PRISON INDUST FOREMAN AUTO BODY	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
002004	PRIS INDUST FOREMAN CAB MAK/WD	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
000543	PRISON INDUST FOREMAN FOUNDRY	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
002005	PRIS INDUST FOREMAN FURN FINISH	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
000544	PRISON INDUST FOREMAN GENERAL	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000545	PRISON INDUST FOREMAN METAL FAB	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
001835	PRISON INDUST FOREMAN PAINTER	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
002006	PRISON INDUST FOREMAN PRINTING	14	92B	1,757	1,810	10.10	10.40	2 CRAFT
002007	PRISON INDUST FOREMAN UPHOL	14	9 2B	1,757	1,810	10.10	10.40	2 CRAFT
008862	PUBLIC SERVICE WORKER	10	42F	741	858	4.26	4.93	3 SERVICE
000038	PUB UTIL TRANSP AUTHORITY SPEC	11	75J	1,787	2,259	10.27	12.98	7 TECHNICAL
001416	RADIO COMMUNICATIONS COORD	11	72J	1,646	2,102	9.46	12.08	7 TECHNICAL
000583	RADIO COMMUNICATIONS OPERATOR	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
001853	RADIO NAVIGATION AID TECH	11	691	1,505	1,891	8.65	10.87	7 TECHNICAL
001859	RADIO NAVIGATION AIDE PRINCIPAL	11	73J	1,693	2,154	9.73	12.38	7 TECHNICAL
000586	RADIO TECHNICIAN	11	651	1,343	1,693	7.72	9.73	7 TECHNICAL
000587	RADIO TECHNICIAN PRINCIPAL	11	72J	1,646	2,102	9.46	12.08	7 TECHNICAL
001428	RADIO TECHNICIAN SENIOR	11	67I	1,423	1,787	8.18	10.27	7 TECHNICAL
000589	RADIO TOWER TECHNICIAN	11	681	1,463	1,839	8.41	10.57	7 TECHNICAL
000798	RADIOLOGIC TECHNOLOGIST	11	581	1,115	1,382	6.41	7.94	7 TECHNICAL
000269	RADIOLOGICAL EQUIP OFFICER	11	67J	1,423	1,839	8.18	10.57	7 TECHNICAL
000733	RATE & TRAFFIC ANALYST	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
001418	RATE & TRAFFIC ANALYST SR	11	691	1,505	1,891	8.65	10.87	7 TECHNICAL
000732	RATE AIDE	11	591	1,141	1,423	6.56	8.18	7 TECHNICAL
001019	REFRIGERATION MECHANIC	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001855	REIMBURSEMENT CLERK	10	53H	987	1,171	5.67	6.73	6 CLERICAL
001031	REIMBURSEMENT OFFICER	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
001032	REIMBURSEMENT OFFICER SENIOR	11	631	1,274	1,599	7.32	9.19	7 TECHNICAL
000619	ROOFER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
002028	SEC/COMMUNICATION SYS MONITOR	10	56H	1,061	1,274	6.10	7.32	3 SERVICE
000756	SEC GUARD 1/SURVEILLANCE OFF	10	50H	924	1,089	5.31	6.26	3 SERVICE
001045	SECURITY GUARD 2	10	56H	1,061	1,274	6.10	7.32	3 SERVICE
000850	SEED ANALYST	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
000627	SEED ANALYST SENIOR	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
001540	SEMI TRACTOR TRAILER OPER (FT)	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000668	SERVICE WORKER	10	47H	858	1,014	4.93	5.83	3 SERVICE
000623	SEWING MACHINE OPERATOR	10	52H	966	1,141	5.55	6.56	3 SERVICE
000669	SHEET METAL WORKER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001823	SOCIAL WORKER AIDE	10	53H	987	1,171	5.67	6.73	6 CLERICAL
000700	STATIONARY ENGINEER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000701	STEAM BOILER ATTENDANT	14	88B	1,564	1,611	8.99	9.26	2 CRAFT
000702	STEAMFITTER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000705	STORAGE GARAGE SUPV	17	41H	1,136	1,364	6.53	7.84	2 CRAFT
000706	STORES CLERK	10	53H	987	1,171	5.67	6.73	6 CLERICAL
002198	STORES CLERK SENIOR	10	58H	1,115	1,343	6.41	7.72	6 CLERICAL
002120	STORES OPERATION COORDINATOR	10	63H	1,274	1,552	7.32	8.92	6 CLERICAL
001674	STUDENT SERVICES ASST	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
000989	STUDENT WORKER CLERICAL	10	42F	741	858	4.26	4.93	6 CLERICAL
0 0 0 9 9 0	STUDENT WORKER CUSTODIAL/MAINT	10	42F	741	858	4.26	4.93	3 SERVICE
001452	STUDENT WORKER PARA PROF	11	53E	987	1,089	5.67	6.26	7 TECHNICAL
001453	STUDENT WORKER PARA PROF SR	11	57F	1,089	1,235	6.26	7.10	7 TECHNICAL
001975	SUMMER YOUTH SPECIALIST	10	59H	1,041	1,268	5.98	7.29	6 CLERICAL
001029	SURGICAL TECHNICIAN	11	55I	1,035	1,274	5.95	7.32	7 TECHNICAL
000710	SWITCHBOARD OPERATOR	10	51H	943	1,115	5.42	6.41	6 CLERICAL
000718	TAILOR SHOP SUPERVISOR	10	54H	1,009	1,202	5.80	6.91	3 SERVICE
000804	TAX EXAMINER 1	11	611	1,202	1,505	6.91	8.65	7 TECHNICAL
000946	TELETYPE OPERATOR	10	53H	987	1,171	5.67	6.73	6 CLERICAL
001441	TELETYPE OPERATOR SR	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL

CLASS CODE	TITLE	GRID	COMP CODE		MAXIMUM MONTHLY	MINIMUM HOURLY	MAXIMUM HOURLY	BARG UNIT # NAME
001021	THEATRE TECHNICIAN	11	66H	1,382	1,693	7.94	9.73	7 TECHNICAL
000729	TRAFFIC RECORDER	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
001932	TRAVEL & INFO CENTER COORD	10	6 O H	1,171	1,423	6.73	8.18	6 CLERICAL
002243	TYPING SERVICES COORDINATOR	10	6 O H	1,171	1,423	6.73	8.18	6 CLERICAL
000737	UNEMPLOYMENT CLAIMS CLERK	10	56H	1,061	1,274	6.10	7.32	6 CLERICAL
000745	UPHOLSTERER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
000913	VARITYPIST	10	54H	1,009	1,202	5.80	6.91	6 CLERICAL
000746	VETERANS ASSISTANCE OFFICER	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
000667	VETERANS ASSISTANCE OFFICER SR	11	66I	1,382	1,740	7.94	10.00	7 TECHNICAL
001952	VETERANS SERVICES TECH	10	55H	1,035	1,235	5.95	7.10	6 CLERICAL
000323	WAREHOUSE EXAMINER	11	64I	1,307	1,646	7.51	9.46	7 TECHNICAL
001925	WATER TREATMENT PLANT OPERATOR	14	88B	1,564	1,611	8.99	9.26	2 CRAFT
000759	WEIGHTS & MEASURES INVEST 1	11	68I	1,463	1,839	8.41	10.57	7 TECHNICAL
001863	WEIGHTS & MEAS INVEST 1 HEAVY	11	69I	1,505	1,891	8.65	10.87	7 TECHNICAL
000760	WEIGHTS & MEASURES INVEST 2	11	71J	1,599	2,050	9.19	11.78	7 TECHNICAL
000758	WEIGHTS & MEASURES REP	11	62I	1,235	1,552	7.10	8.92	7 TECHNICAL
000761	WELDER	14	90B	1,658	1,707	9.53	9.81	2 CRAFT
001942	WORD PROCESSING OPERATOR 1	10	51H	943	1,115	5.42	6.41	6 CLERICAL
001943	WORD PROCESSING OPERATOR 2	10	54H	1,009	1,202	5.80	6.91	6 CLERICAL
001944	WORD PROCESSING OPERATOR 3	10	57H	1,089	1,307	6.26	7.51	6 CLERICAL
000877	WORK METHODS EVALUATOR	11	68I	1,463	1,839	8.41	10.57	7 TECHNICAL
000876	WORK METHODS TECHNICIAN	11	63I	1,274	1,599	7.32	9.19	7 TECHNICAL
001468	WORKERS' COMP ANALYST	10	63H	1,274	1,552	7.32	8.92	6 CLERICAL
000941	WORKERS' COMP ANALYST SR	10	66H	1,382	1,693	7.94	9.73	6 CLERICAL
001695	ZOO KEEPER	11	60I	1,171	1,463	6.73	8.41	7 TECHNICAL

APPENDIX E - SALARY SCHEDULES

COMPENSATION GRID 10 BARGAINING UNITS 3, 4, 6 Effective August 11, 1981

Comp Co Step	ode		A 01	B 02	03	D 04	E 05	F 06	G 07	Н 08	I 09	J 10	
Series	Range												Range
С	42	YR MO HR	8,895 741 4.26	9,145 762 4.38	9,417 785 4.51	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5•31	11,317 943 5.42	42
С	43	YR MO HR	9,145 762 4.38	9,417 785 4.51	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	43
С	44	YR MO HR	9,417 785 4.51	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	44
С	45	YR MO HR	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	45
- C	46	YR MO HR	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	12,465 1039 5.97	46
С	47	YR MO HR	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	12,465 1039 5.97	12,758 1063 6.11	47
С	48	YR MO HR	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	12,465 1039 5.97	12,758 1063 6.11	13,071 1089 6.26	48
С	49	YR MO HR	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,465 1039 5.97	12,758 1063 6.11	13,071 1089 6.26	13,384 1115 6.41	49
С	50	YR MO HR	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	50
С	51	YR MO HR	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	51
С	52	YR MO HR	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	52
С	53	YR MO HR	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	53
С	54	YR MO HR	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	54
С	55	YR MO HR	12,424 1035 5•95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	55
С	56	YR MO HR	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	56
С	57	YR MO HR	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	57
С	58	YR MO HR	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	58
С	59	YR MO HR	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	59
Step Comp Co	ode		01 A	02 B	03 C	04 D	05 E	06 F	07 G	08 H	09 I	10 J	

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

Comp Co	de		A	В	C	D	E	F	G	Н	I	J	
Step	D		01	02	03	04	05	06	07	08	09	10	
Series C	Range	YR MO HR	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	Range 60
С	61	YR MO HR	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	61
С	62	YR MO HR	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	62
С	63	YR MO HR	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	63
С	64	YR MO HR	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	64
С	65	YR MO HR	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	65
С	66	YR MO HR	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	66
С	67	YR MO HR	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	67
С	68	YR MO HR	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8,92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	68
С	69	YR MO HR	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	69
С	70	YR MO HR	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	70
С	71	YR MO HR	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	71
С	72	YR MO HR	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	72
С	73	YR MO HR	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	73
С	74	YR MO HR	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	74
С	75	YR MO HR	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	27,102 2259 12.98	75
С	76	YR MO HR	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	27,102 2259 12.98	27,729 2311 13.28	76
С	77	YR MO HR	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	27,102 2259 12.98	27,729 2311 13.28	28,355 2363 13.58	77
Step Comp Co	4.		01 A	02 B	03 C	04 D	05 E	06 F	07 G	08 H	09 I	10 J	

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

COMPENSATION GRID 11 BARGAINING UNIT 7 Effective August 11, 1981

Comp Co	de		A	В	С	D	Е	F	G	Н	I	J	
Step Series	Range		01	02	03	04	05	06	07	80	09	10	Range
C	42	YR MO HR	8,895 741 4.26	9,145 762 4.38	9,417 785 4.51	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	42
С	43	YR MO HR	9,145 762 4.38	9,417 785 4.51	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	43
С	44	YR MO HR	9,417 785 4.51	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	44
С	45	YR MO HR	9,688 807 4.64	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	45
С	46	YR MO HR	9,960 830 4.77	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	12,465 1039 5.97	46
С	47	YR MO HR	10,294 858 4.93	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	12,465 1039 5.97	12,758 1063 6.11	47
С	48	YR MO HR	10,565 880 5.06	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,173 1014 5.83	12,465 1039 5.97	12,758 1063 6.11	13,071 1089 6.26	48
С	49	YR MO HR	10,816 901 5.18	11,087 924 5.31	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,465 1039 5.97	12,758 1063 6.11	13,071 1089 6.26	13,384 1115 6.41	49
С	50	YR MO HR	11,087 924 5.31	11,317 943 5.42	11,588 966 5•55	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	50
С	51	YR MO HR	11,317 943 5.42	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	51
С	52	YR MO HR	11,588 966 5.55	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	52
С	53	YR MO HR	11,839 987 5.67	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	53
С	54	YR MO HR	12,110 1009 5.80	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	54
С	55	YR MO HR	12,424 1035 5.95	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	55
С	56	YR MO HR	12,737 1061 6.10	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	56
С	57	YR MO HR	13,071 1089 6.26	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	57
С	58	YR MO HR	13,384 1115 6.41	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	58
С	59	YR MO HR	13,697 1141 6.56	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	59
Step Comp Co	do		O1	02 B	03 C	04 D	05 E	06 F	07 	08 H	09 I	10 J	

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

Comp Co	ode		A	В	С	D	Е	F	G	Н	I	J	
Step Series	Range		01	02	03	04	05	06	07	08	09	10	Range
C	60	YR MO HR	14,052 1171 6.73	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	60
С	61	YR MO HR	14,428 1202 6.91	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	61
С	62	YR MO HR	14,825 1235 7.10	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	62
С	63	YR MO HR	15,284 1274 7.32	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	63
С	64	YR MO HR	15,681 1307 7.51	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17;560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	64
С	65	YR MO HR	16,119 1343 7.72	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	65
С	66	YR MO HR	16,579 1382 7.94	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	66
С	67	YR MO HR	17,080 1423 8.18	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	67
С	68	YR MO HR	17,560 1463 8.41	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	68
С	69	YR MO HR	18,061 1505 8.65	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	69
С	70	YR MO HR	18,625 1552 8.92	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	70
С	71	YR MO HR	19,189 1599 9.19	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	71
С	72	YR MO HR	19,752 1646 9.46	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	72
С	73	YR MO HR	20,316 1693 9.73	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	73
С	74	YR MO HR	20,880 1740 10.00	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	74
С	75	YR MO HR	21,444 1787 10.27	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	27,102 2259 12.98	75
С	76	YR MO HR	22,070 1839 10.57	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	27,102 2259 12.98	27,729 2311 13.28	76
С	77	YR MO HR	22,697 1891 10.87	23,323 1944 11.17	23,949 1996 11.47	24,597 2050 11.78	25,223 2102 12.08	25,849 2154 12.38	26,476 2206 12.68	27,102 2259 12,98	27,729 2311 13.28	28,355 2363 13.58	77
Step Comp C		Callany P	01 A	02 B	03 C	04 D	05 E	06 F	07 G	08 H	09 I	10 J	

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

Compensation Grid 12 BARGAINING UNIT 3 Effective August 11, 1981

Comp Code			A	В	
Step			01	02	
Series B	Range 1	YR MO HR	13,969 1164 6.69	14,282 1190 6.84	Range 1
В	2	YR MO HR	14,282 1190 6.84	14,532 1211 6.96	2
В	3	YR MO HR	14,532 1211 6.96	14,825 1235 7.10	3
В	4	YR MO HR	14,825 1235 9 .10	15,138 1261 7.25	4
В	5	YR MO HR	15,138 1261 7.25	15,576 1298 7.46	5
В	6	YR MO HR	15,576 1298 7.46	16,036 1336 7.68	6
В	7	YR MO HR	16,036 1336 7.68	16,495 1375 7.90	7
В	8	YR MO HR	16,495 1375 7.90	16,996 1416 8.14	8
В	9	YR MO HR	16,996 1416 8.14	17,497 1458 8.38	8
Step			01	02	
Comp Code			A	В	

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

Compensation Grid 13 LABOR SERVICE (Unit 3) Comp Code 10D

CLASS CODE	CLASS TITLE	A	В	С	D	OCCUP. CATEGORY
0412	Laborer 1, Non-Tenured	\$6.31	6.46	7.08	7.28	Labor
0414	Laborer 1, Tenured	\$6.31	6.46	7.08	7.28	Labor

Compensation Grid 14 BARGAINING UNIT 2 Effective August 11, 1981

Comp Code			A	В	
Step			01	02	
Series B	Range 77	YR MO HR	14,219 1185 6.81	14,532 1211 6.96	Range 77
В	78	YR MO HR	14,532 1211 6.96	14,783 1232 7.08	78
В	79	YR MO HR	14,783 1232 7.08	15,075 1256 7.22	79
В	80	YR MO HR	15,075 1256 7.22	15,389 1282 7.37	80
В	81	YR MO HR	15,389 1282 7.37	15,827 1319 7.58	81
В	82	YR MO HR	15,827 1319 7.58	16,286 1357 7.80	82
В	83	YR MO HR	16,286 1357 7.80	16,746 1395 8.02	83
В	84	YR MO HR	16,746 1395 8.02	17,247 1437 8.26	84
В	85	YR MO HR	17,247 1437 8.26	17,748 1479 8.50	85
В	86	YR MO HR	17,748 1479 8.50	18,249 1521 8.74	86
В	87	YR MO HR	18,249 1521 8.74	18,771 1564 8.99	87
В	88	YR MO HR	18,771 1564 8.99	19,335 1611 9.26	88
В	89	YR MO HR	19,335 1611 9.26	19,899 1658 9.53	89
В	90	YR MO HR	19,899 1658 9.53	20,483 1707 9.81	90
В	91	YR MO HR	20,483 1707 9.81	21,089 1757 10.10	91
В	92	YR MO HR	21,089 1757 10.10	21,715 1810 10.40	92

Comp Code			A	В	
Step			01	02	
Series B	Range 93	YR MO HR	21,715 1810 10.40	22,362 1864 10.71	Range 93
В	94	YR MO HR	22,362 1864 10.71	23,031 1919 11.03	94
В	95	YR MO HR	23,031 1919 11.03	23,741 1978 11.37	95
Step			01	02	
Comp Code			A	В	

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

Compensation Grid 15 BARGAINING UNIT 8 Effective August 11, 1981

Comp C	ode		A	В	С	D	E	F	G	Н	
Step			01	02	03	04	05	06	07	80	
Series C	Range 1	YR MO HR	14,971 1248 7.17	15,409 1284 7.38	15,827 1319 7.58					Range	1
С	2	YR MO HR	16,245 1354 7.78	16,725 1394 8.01	17,226 1436 8.25	17,685 1474 8.47	18,186 1516 8.71	18,750 1563 8.98	19,314 1610 9.25	19,878 1656 9.52	2
С	3	YR MO HR	18,750 1563 8.98	19,314 1610 9.25	19,878 1656 9.52	20,442 1703 9.79	21,005 1750 10.06	21,569 1797 10.33	22,195 1850 10.63	22,822 1902 10.93	3
Step			01	02	03	04	05	06	07	08	
Comp C	ode		Α	В	С	D	E	F	G	Н	

Compensation Grid 16 ESTABLISHED APPRENTICE RANGE COMP CODE 99L

Completion of:

	Hire	1044 Hours	2088 Hours	3132 Hours	4176 Hours	5220 Hours	6264 Hours	7308 Hours	8176 Hours
YR	16,474	16,808	17,142	17,539	17,894	18,270	18,677	19,063	19,481
MO	1373	1401	1429	1462	1491	1522	1556	1589	1623
HR	7.89	8.05	8.21	8.40	8.57	8.75	8.94	9.13	9.33

Compensation Grid 17

BARGAINING UNIT 2

Effective August 11, 1981

Comp Co	de		Α	В	C	D	Е	F	G	Н	
Step			01	02	03	04	05	06	07	08	
Series	Range	YR	13,635	13,948	14,303	14,679	15,075	15,535	15,931	16,370	Range
С	41	MO	1136	1162	1192	1223	1256	1295	1328	1364	41
		HR	6.53	6.68	6.85	7.03	7.22	7.44	7.63	7.84	

MEMORANDUM OF AGREEMENT BETWEEN STATE OF MINNESOTA AND AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Agreement is made and entered into this 11th day of August, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affilitated locals, hereinafter referred to as the UNION.

1. The parties agree to implement the following inequity adjustments, effective August 11, 1981:

Class Title	Current Range	New Range
Admission/Gift Shop Clerk	46H	48H
Agricltural Lab Technician	53H	54H
Agronomy District Coordinator, Senior	65H	67H
Area Terminal Produce Inspector	64H	67H
Automotive Parts Technician	60H	61H
Chemical Dependency Counselor	61H	63H
Chemical Dependency Counselor, Senior	64H	66H
Graphic Arts Camera Operator	59H	61H
Laundry Assistant	51H	52H
Office Machine Repair Worker	58H	59H
Office Machine Repair Worker, Senior	60H	61H
Offset Press Operator	56H	59H
Offset Press Operator, Senior	59H	62H
Rate and Tariff Analyst, Senior	68H	69H
Weights and Measurers Investigator 1	66H	68H
Weights and Measures Investigator 1 (Heavy)	67H	69H
Weights and Measures Investigator 2	701	711
Word Processing Operator 2	53H	54H
Word Processing Operator 3	56H	57H
Workers' Compensation Analyst	60H	63H
Workers' Compensation Analyst, Senior	63H	66H

Unless otherwise provided in this Memorandum, all employees in the classes listed above shall convert, on August 11, 1981 to the same relative step in the new salary range as they held in the old salary range, in addition to the salary increase provided by Article XVIII, Section 5. Such adjustments shall not affect an employee's normal step or progression increase.

The employees in the class Correctional Counselor 3 shall convert to salary range 3H on August 11, 1981 in the following manner:

Step Before Adjustment	Step	After Adjustmen	t
1		1	
2		1	
3		¥ 1	
4		2	
5		3	
6		4	
7		5	
8		6	

Employees who have been at step 3 or 4 for more than six (6) months as of August 11, 1981 shall be immediately eligible to progress to the next step and shall advance to the next higher step after the completion of the required length of service at their new step.

Employees who have been at step 8 for one year or more shall immediately move to step 7 in the new range and shall be eligible for an additional step after one more year of satisfactory service.

Employees in classes that were formerly in the A Schedule shall convert to new ranges in the C Schedule according to the following:

Previous A Schedule Range New C Schedle Range 4G 66G 41 661 51 671 61 681 71 691 7J 69J 81 711 91 721 10G 73G 101 731 111 751

Employees shall convert to the new range on a comparable step basis, provided that any employee who receives less than an 8% adjustment upon such conversion shall move to the next higher step that provides at least an 8% adjustment.

4. Employees in the class Delivery Van Driver who enage in the over-the-road driving of a heavy truck (at least 2 ton) shall receive a differential of twenty-five cents (0.25) per hour when operating such a vehicle.

/s/ James W. Geissner

/s/ Barbara L. Sundquist

In witness whereoff, the parties have hereto set their hands on the date first mentioned above.

FOR THE UNION

FOR THE EMPLOYER

State Labor Negotiator

Commissioner of Employee Relations

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

President

/s/ H. Glenn Littler

Vice President

/s/ Mike Haney

/s/ Judy Steinke

Secretary

/s/Richard Halterman

Treasurer

/s/Peter Benner

Assistant Director

APPENDIX F

PAY DIFFERENTIALS

Section 1. Intermittent Equipment Operations Differentials.

Equipment Pay Classification I (\$0.30 per hour)

Tandem trucks (in excess of 40,000 GVW)

Dempster Dumpster

B. Equipment Pay Classification II (\$0.60 per hour)

Four wheel drive loader

Power actuated auger (over 6 inches)

Power or motor grader (70 horsepower or greater - routine operations)

Road oil circulating booster retort

Self-propelled seaman rotary mixer

Self-propelled rollers (5 to 8 tons)

Self-propelled shouldering machine

Steam boiler (requires third class "B" Steam engineers license)

Track-type tractor (with power takeoff of 30 to 50 horsepower)

Fork-lifts (over 15 tons)

Slope mower (boom operated)

Ten ton truck

Green-lite-centerline striper console operator

Muskeg brush cutter

Bobcat 970 skid steer loader

Skidder

APPENDIX F

C. Equipment Pay Classification III (\$0.90 per hour)

Backhoe (mounted on rubber-tired industrial tractor)

Centerline striper

Distributor (1,000 gallon capacity or greater used in applying oils, asphalts, tars)

Drill rig, heavy duty

Self-propelled bituminous paver (operator)

Pickup-type road sweeper

Portable hot-mix plant (20 tons or larger per hour)

Rotary type snow plow

Self-propelled rollers (8 tons and over)

Track-type tractor (with power takeoff of 50 horsepower or greater)

Semi-tractor trailer operator

Lowboy tractor-trailer combination

Snow grooming machine with hydraulic takeoff

D. Equipment Pay Classification IV (\$1.15 per hour)

Power or motor grader (finish blade)

Power shovel

Dragline

Mobark 640 log debarker

Section 2. Intermittent Foreman Differential.

Highway Maintenance Project Foreman (Intermittent) (\$0.90 per hour) Bridge Worker Foreman (Intermittent) (\$0.60 per hour)

Section 3. Iron Range Resources and Rehabilitation Board. In the Iron Range Resources and Rehabilitation Board, whenever heavy equipment operator work assignments are made involving Class III heavy equipment, to perform building demolition work of any kind, the regular heavy equipment operator differential rate in effect, at that time, for that equipment shall be increased fifty percent (50%) of the rate difference, between Class III and Class IV pay differentials. This differential rate shall be applied and payable for the actual hours involved (rounded to the nearest one—half hour) for the demolition type work but shall not include subsequent operations such as clean—up, filling, clearing, loading, etc. The immediate supervisor shall determine the starting and ending times of demolition work for payment purposes.

The equipment classified as Classification III shall be supplemented to include the operation of a Skidozer, when used while snow grooming trails and/or grooming any other recreation area.

Section 4. Department of Natural Resources. In the Department of Natural Resources, Intermittent Heavy Equipment Operating assignments shall be made on the basis of State Seniority from among certified available employees capable of performing work in the same discipline and assigned to the same principal place of work.

Section 5. Department of Transportation.

A. Metropolitan Maintenance.

1. Selection and Certification of Employees for Heavy Equipment Operator (Intermittent). When the Appointing Authority determines that an additional employee(s) is to be trained for certification as a Heavy Equipment Operator (Intermittent) within a particular sub—area, area, or on a piece of district—wide equipment, such opportunity shall be posted a minimum of seven (7) calendar days in the sub—area or area, where an additional employee(s) is to be certified. Only employees earning less than the rate of pay for Heavy Equipment Operator (full—time) assigned to the sub—area or area where the additional employee(s) is to be trained shall be eligible to hid

When the Appointing Authority determines that an additional employee(s) is to be trained for certification to operate a piece of district—wide equipment, the opportunity shall be posted district—wide. Only those district employees earning less than the rate of pay for Heavy Equipment Operator (full—time) assigned to the district where the additional employee(s) is to trained shall be eligible to bid for training on district—wide equipment.

Employees interested in being considered for such training shall indicate their interest in writing.

For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority in a sub—area or area, the Appointing Authority shall consider for training the three (3) most senior employees who have indicated their interest in writing. For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority to operate a piece of district—wide equipment, the Appointing Authority shall consider for training, the seven (7) most senior employees within the district who have indicated their interest in writing.

Such employees considered for training will be scheduled for an oral interview before a three (3) member panel of supervisors selected by the Appointing Authority for the purpose of determining their knowledge of the proper maintenance and the operation of the equipment.

Each of the considered employees shall be scored individually by each supervisor and the scores of each of the three supervisors shall be totalled. The employee(s) with the highest total score shall be selected for the training. When additional certified operators are needed, over and above the number indicated by the posting, the entire process shall be repeated. During the selection process, a Union Representative may be present along with a certified Heavy Equipment Operator (Intermittent), selected by the Appointing Authority for the purpose of observing the impartiality and fairness of the scoring process.

APPENDIX F

An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion of the required schedule of hours that were in effect on December 1, 1973, and upon certification by the Highway Maintenance Superintendent and the Highway Equipment Supervisor. An employee may also be certified as a Heavy Equipment Operator by the Highway Maintenance Superintendent and the Highway—Equipment Supervisor without completing the schedule of hours of training, if the employee has demonstrated his/her ability to satisfactorily operate the equipment.

After certification, for good and sufficient reason, the Appointing Authority may require re—examination for continued certification. The Appointing Authority shall also have the right to de—certify an employee as a Heavy Equipment Operator (Intermittent) for just cause.

- 2. Assignment to Heavy Equipment Operator (Intermittent). Where adequate staffing of the work permits, employees will be assigned to Heavy Equipment Operator (Intermittent), within each District and, where applicable, within each sub—area in accord with seniority based on date of certification to specific equipment paying a Heavy Equipment Operator differential as follows:
 - a. District Equipment District equipment is that heavy equipment which is desginated as District equipment by the Appointing Authority. District equipment is operated district—wide regardless of sub—area boundaries. The most senior certified operator based on date of certification among employees in each District, shall be assigned to operate the district—wide equipment and may:
 - 1. Be permanently reassigned to the sub-area where the district-wide heavy equipment is sited, or;
 - 2. If not permanently reassigned, be required to report temporarily on a day—to—day basis to the worksite or to the sub—area where the equipment is operating, or to where the equipment is housed, on his/her own time and at his/her own expense.

If assignment to such equipment would be for less than a full day, the Appointing Authority may assign the senior certified operator in the sub-area where the district—wide heavy equipment is operating.

- b. Sub-Area Equipment Sub—area equipment is heavy equipment which is stationed, house or assigned to a sub—area and which normally operates within a sub—area's boundaries. The most senior certified operator based on date of certification among sub—area operators where the equipment is stationed or housed shall be assigned to operate the equipment throughout the sub—area.
 - When the equipment moves into another sub—area to perform work and returns on the same day it shall be assigned to the most senior certified operator from where the equipment is stationed. When sub—area equipment is to be used in another sub—area and will not be returned at the end of the scheduled work day to the sub—area where it is stationed, housed, or assigned, the sub—area equipment will temporarily be reassigned to the sub—area where it is to be used. In this event, the most senior certified operator from the sub—area to which the equipment has been reassigned shall be assigned to operate the equipment. If there are no certified operators available in that sub—area, the most senior certified operator from an abutting sub—area within the district shall be assigned to operate the equipment.
 - Note: In District 9, wherever two sub-areas are housed in the same building, the combined area seniority shall be used rather than sub-area seniority.
- c. Tandum Trucks Tandem trucks are an exception to the use of district—wide and sub—area heavy equipment as outlined above. Tandem trucks are used district—wide regardless of sub—area boundaries. The most senior operator based on certification among sub—area employees where the tandem truck is normally housed shall be assigned to operate the tandem truck.
 - Note: In District 9, wherever two sub—areas are housed in the same building, the most senior operator based on certification among employees of both sub—areas shall be assigned to operate the tandem trucks.
- d. Area Equipment Area equipment is heavy equipment which is stationed, housed, or assigned, to an area in which it normally operates. The most senior certified operator within the area whall be assigned to operate the equipment.
 - When the equipment moves into another area to perform work and returns the same day it shall be assigned to the most senior certified operator from where the equipment is stationed. Where area equipment is used in another area and will not be returned at the end of a scheduled shift the equipment will be operated by the most senior certified operator in the area where the equipment is used. If there are no certified operators available in that area, the most senior certified operator from an abutting area within the district shall be assigned to operate the equipment.
- 3. Fringe Pay for Intermittent Assignments.
 - Intermittent Foreman and/or Intermittent Heavy Equipment Operators who maintain a minimum of twelve—hundred (1200) hours in a twelve (12) consecutive month period in such assignments shall be paid forty cents (\$.40) per hour premium in addition to their regular hourly rate when using vacation or sick leave or observing non—worked holidays. The initial computation of the minimum hourly requirement shall be based on the twelve (12) month period ending December 31, 1973. The twelve (12) month minimum shall be recomputed quarterly and the employee shall receive the forty cents (\$.40) per hour premium provided he/she has maintained the twelve—hundred (1200) hour minimum in the most recent twelve (12) month period.

APPENDIX F

B. Outstate Maintenance

- 1. Qualification for Certification as Heavy Equipment Operator (Intermittent). When the Appointing Authority determines that an additional employee is to be trained for certification as Heavy Equipment Operator, (Intermittent), at a particular truck station, or within a sub—area, or maintenance area, on a specific piece of equipment, employees shall be provided an opportunity to train for certification by Classification Seniority from among those employees within the truck station, sub—area, or maintenance area, who desire such opportunity to qualify and who can reasonably be expected to satisfactorily meet the standards for certification on such equipment.
 - If no employee desires to train for certification, the least senior employee who can be reasonably expected to satisfactorily meet the standards for certification may be assigned to such training.
- 2. Certification Heavy Equipment Operator (Intermittent). An employee shall be certified as Heavy Equipment Operator (Intermittent), upon completion of the required schedule of hours of training that were in effect on December 1, 1973, and upon certification by the Highway Maintenance Superintendent and the Heavy Equipment Mechanic Foreman. An employee may also be certified as a Heavy Equipment Operator (Intermittent) by the Highway Maintenance Superintendent and the Heavy Equipment Mechanic Foreman without completing the schedule of hours of training, if the employee has demonstrated his/her ability to satisfactorily operate the equipment. After certification, the Appointing Authority reserves the right to decertify Intermittent Heavy Equipment Operators whose performance deteriorates and who fail to meet the standards established by the foreman for operating heavy equipment or who fail to maintain the equipment properly, or who abuse the equipment. Decertification shall be grievable under Article XVII of the Master Agreement.
- 3. Assignment to Heavy Equipment Operator (Intermittent). Assignment to equipment shall be in order of Classification Seniority of those employees certified as Heavy Equipment Operator (Intermittent). The selection shall be first from the class of Highway Maintenance Worker, Senior, then from the class of Highway Maintenance Worker, and then from any other class.
 - Assignment to equipment within a sub—area and/or truck station where a Heavy Equipment Operator (Intermittent), is to be used, shall be determined by the Classification Seniority of those employees qualified as Heavy Equipment Operator (Intermittent).

APPENDIX G

BI-WEEKLY SENIORITY UNIT PERSONNEL TRANSACTIONS
(DO NOT INCLUDE EMPLOYEES WORKING LESS THAN 14 HRS/WK OR 100 DAYS/YR)

DEPARTMENT: LOCAL UNION:			SENIORITY UNIT NAME: FOR PAYROLL PERIOD ENDING:				
			·				
	······································						
					·		
DELETIONS FROM	M SENIORITY UN	IT			DELETION CODE*		
						NO ADDITIONS OR DELETIONS	
						THIS PAYROLL PERIOD	
	*,						
	Bellini in the form of the second second of the second second of the second sec					SIGNATURE	
	d Employment ed to another	Appointing_Autho			.)	TITLE	
4 - Transferre 5 - Position	ed to non-barg now supervisor stipulation of	n unit. (Indica aining unit posi y or confidentia Union and State	tion in same o	elass (Attach i	of B.M.S.	DATE	

APPENDIX H

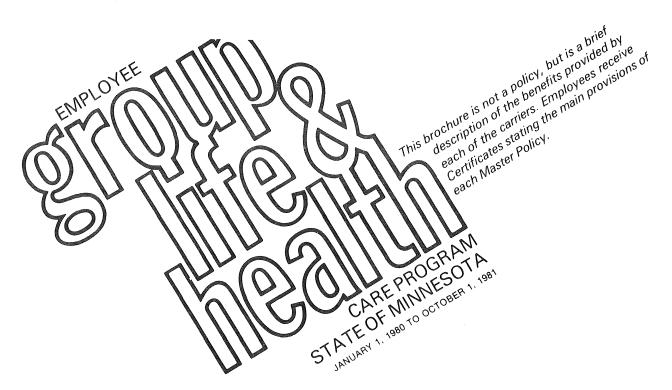
The following is an alphabetical listing of seniority units for which AFSCME, Council 6, AFL—CIO has exclusive bargaining rights at the time this Agreement was signed.

```
Accountancy, Board of
Administration, Department of (including Capitol Area Architectural and Planning Board)
Administrative Hearings, Office of
Agriculture, Department of
Animal Health, Board of
Architecture, Engineering, Land Surveying, and Landscape Architecture, Board of
Arts Board, Minnesota State
Attorney General, Office of
Auditor, Office of the State
Barber Examiners, Board of
Boxing, Board of
Chiropractic Examiners, Board of
Commerce, Department of
Community College System Office (including Computer Center)
Community College - Anoka-Ramsey (including East Central Services Center)
Community College - Alloka-Ram
Community College - Austin
Community College - Brainerd
Community College - Fergus Falls
Community College - Hibbing
Community College - Inver Hills
Community College - Itasca
Community College - Lakewood
Community College - Mesabi
Community College - Minneapolis
Community College - Normandale
Community College - North Hennepin
Community College - Northland
Community College - Rainy River
Community College - Rochester
Community College - Vermillion
Community College - Willmar
Community College - Worthington
Corrections, Department of — Central Office and Community Services
Corrections, Department of — Minnesota Correctional Facility, Stillwater
Corrections, Department of — Minnesota Correctional Facility, St. Cloud
Corrections, Department of — Minnesota Correctional Facility, Lino Lakes
Corrections, Department of — Minnesota Correctional Facility, Shakopee
Corrections, Department of - Minnesota Correctional Facility, Willow River Camp
Corrections, Department of - Minnesota Correctional Facility, Sauk Centre
Corrections, Department of - Minnesota Correctional Facility, Red Wing
Corrections, Department of - Thistledew Camp
Corrections, Department of - Minnesota Correctional Facility, Oak Park Heights
Corrections, Department of - Ramsey Security Unit
Crime Control Planning Board
Dentistry, Board of
Economic Development, Department of
Economic Security, Department of
Education, Minnesota State Department of - all employees excluding Residential Schools
Education, Minnesota State Department of - School for the Deaf and Braille and Sight Saving School (However, Article
     IV, XII, and XV shall apply to Unit 4 employees only in the school in which they are employed).
Electricity, Board of
Energy Agency, Minnesota
Ethical Practices Board
Finance, Department of
Handicapped, State Council for the
Health, Department of
Higher Education Coordinating Board
Higher Education Facilities Authority, Minnesota
Housing Finance Agency, Minnesota
Human Rights, Department of
Indian Affairs Intertribal Board
Investment, Board of
Iron Range Resources and Rehabilitation Board
 Labor and Industry, Department of
```

Medical Examiners, Board of Military Affairs, Department of

APPENDIX H

```
Minnesota Educational Computing Consortium
Minnesota Municipal Board
Natural Resources, Department of
Nursing, Board of
Ombudsman for Corrections
Optometry, Board of
Peace Officers Standard and Training Board
Pharmacy, Board of
Planning Agency, State
Pollution Control Agency, Minnesota
Psychology, Board of
Public Safety, Department of
Public Service, Department of
Public Utilities Commission/I
Public Welfare, Department of - all employees excluding those employed at institutions
Public Welfare, Department of - Ah-Gwah-Ching Nursing Home
Public Welfare, Department of - Anoka State Hospital
Public Welfare, Department of - Brainerd State Hospital
Public Welfare, Department of — Cambridge State Hospital
Public Welfare, Department of — Faribault State Hospital
Public Welfare, Department of — Fergus Falls State Hospital
Public Welfare, Department of — Moose Lake State Hospital
Public Welfare, Department of - Oak Terrace Nursing Home
Public Welfare, Department of - Rochester State Hospital
Public Welfare, Department of - St. Peter State Hospital
Public Welfare, Department of - Willmar State Hospital
Revenue, Department of (including Board of Assessors)
Secretary of State, Office of the
Sentencing Guidelines Commission, Minnesota
Spanish-Speaking Peoples Council
State Retirement System, Minnesota
Tax Court, Minnesota
Teaching, Board of
Teachers Retirement Association, Minnesota
Transportation, Department of - District 1
Transportation, Department of - District 2
Transportation, Department of — District 3
Transportation, Department of — District 4
Transportation, Department of — District 5, 9 and Central Office
Transportation, Department of - District 6
Transportation, Department of - District 7
Transportation, Department of - District 8
Treasurer, Office of the State
University System, State - Chancellors Office
University System, State — Bemidji State University
University System, State — Mankato State University
University System, State — Metropolitan State University
University System, State — Moorhead State University
University System, State - St. Cloud State University
University System, State - Southwest State University
University System, State - Winona State University
Veterans Affairs, Department of
Veterinary Medicine, Board of
Voyageurs National Park, Citizens' Committee for
Waste Management, Board of
Water Planning Board
Zoological Gardens, Minnesota
```



The program is a well balanced and comprehensive program of life insurance, hospital-medical and dental benefits for eligible employees paid for by the State. Also, included are optional coverages which the employee may purchase and pay for by payroll deduction. Eligible employees are those who work:

- 1. At least 40 hours per week for a period of nine months or more in any twelve consecutive months or,
- 2. At least 30 hours per week for a twelve consecutive month period.

Part-time or seasonal employees who do not meet the 75% time requirement above, but are employed on at least a 50% time basis, nonetheless may enroll at their own expense.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28th calendar day following the first day of employment with the State. An employee must be actively at work on the effective date of coverage. This actively at work requirement also applies to any optional coverages.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. In no event, will the dependents coverage become effective before the employees coverage. When both spouses work for the State, only one of them may apply for and receive State contribution for dependent coverage.

LIFE INSURANCE BENEFITS

Group life insurance, covering death from any cause, is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). Employees becoming totally and permanently disabled prior to age 60, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until death.

Accidental death and dismemberment benefits — If an employee dies by accident (on or off the job) the life insurance doubles.

Schedule of Life Insurance Benefits:

Employee's Annual Base Salary	Amount of Basic Life Insurance
\$10,000 or less	\$10,000
10,001 - \$15,000	15,000
15,001 - 20,000	20,000
20,001 or more	25,000
Managers Classification	
Over \$30,000	\$35,000

You must elect either the fee for service plan or one of the health maintenance plans described on the following pages. Benefits are coordinated with the benefits of other group plans. You are also eligible for dental coverage with Delta Dental Plan of Minnesota. Group Health Plan members may choose either the Group Health Dental Plan or the Delta Dental Plan.

Eligible dependents, as it applies to the health coverage, include the subscriber's spouse if not legally separated, the subscriber's unmarried dependent children from birth to age 19 or to age 23 is such unmarried dependent child 19 years of age or older is a full time student at an accredited educational institution or to any age is such dependent son or daughter qualifies under the terms of the contract as being incapable of self-sustaining employment for reason of mental retardation or physical disability and is totally dependent upon the employee for support. The term dependent children shall include the employee's own children, legally adopted children, foster children and step-children.

CENTRAL MINNESOTA GROUP HEALTH PLAN

100% covered while coverage is in force

100% coverage in semi-private room for at least 365 days.

SIMILAR BENEFITS

GENERAL GENERA

GENERAL HOSPITAL ADMISSIONS
SURGERY
ANESTHESIOLOGY
X-RAY AND LABORATORY
(In-patient and clinical)
OFFICE CALLS
EYE EXAMS
MATERNITY

VARIED BENEFITS
PREVENTIVE MEDICINE

100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, vaccinations, allergy treatment or testing. Patient education programs are available through CMGHP medical center.

OUT PATIENT EMERGENCY

100% coverage

100% covered

100% covered

100% covered

100% covered

100% covered

PRESCRIPTIONS, DRUGS

Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.

EYE GLASSES

Available at reduced cost at participating optical stores.

MENTAL HEALTH INPATIENT

100% coverage up to 30 days a calendar year.

OUTPATIENT

20 visits a calendar year, member pays \$10 a visit.

CHEMICAL DEPENDENCY INPATIENT OUTPATIENT

100% coverage for up to 73 days a calendar year.

Covered under out-patient mental health.

SUPPLEMENTAL BENEFITS

80% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.

OUT OF AREA BENEFITS

100% coverage for hospitalization and emergency room. Physicians fees: 80% of fair and reasonable charges.

DENTAL CARE

Preventive dental care for children to age 12.

PRE-EXISTING CONDITIONS

No restrictions.

CONVERSION PLAN

CMGHP provides conversion to a non-group CMGHP membership.

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee for service concept and the health maintenance organization (HMO) concept.

Fee for service plans pay a scheduled benefit on expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee for service plan may choose any licensed physician and hospital for services.

Health maintenance organizations provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, include HMO's preventive medicine. Under the HMO concept, members must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

A description and comparison of all the plans are outlined in this brochure.

COORDINATED HEALTH CARE

GROUP HEALTH ASSN. OF NE MINNESOTA

GROUP HEALTH PLAN INC.

100% coverage in semi-private room for at least 365 days. 100% covered 190% covered 100% covered	100% coverage in semi-private room for at least 365 days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for at least 365 days. 100% covered 100% covered 100% covered
100% covered 100% covered	100% covered 100% covered	100% covered 100% covered
100% covered while coverage is in force.	100% covered while coverage is in force.	100% covered while coverage is in force.
100% coverage for health evaluations, immunizations, hearing exams, eye exams, well child care when provided or referred by CHC physician.	100% coverage for routine annual physicals and immunizations, PAP smears, well baby and child care.	100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, and allergy testing and treatment.
Member pays \$10 at CHC facility or other facility in life threatening emergency, co-payment is waived if admitted.	Member pays \$10 a visit at hospital where GHA has staff privileges.	100% coverage
Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.	Member pays \$1 a prescription at participating pharmacies up to \$100 a person each certificate year, and 50% of drug expense exceeding \$100 each certificate year.	In 1979 and 1980 members pay \$.50 a prescription for up to 34 days supply of drugs included in GHP formulary. Pharmacies available in eight GHP centers.
Available at cost plus small handling charge when purchased through CHC eyeglass center.	Not covered.	Available at GHP cost when purchased at GHP centers in Metro area.
\$15 a day co-payment, maximum confinement 30 days.	100% coverage in semi-private room for 70 days in any 12 month period when under care of Range Mental Health Center.	100% hospital coverage for 70 days a contract year; 100% coverage by GHP Mental Health Department up to 30 days a contract year.
100% coverage 1st through 5th visits, \$10 co-payment 6th through 25th visits, maximum 25 visits per year.	100% coverage for 20 visits in any 12 month period when under care of Range Mental Health Center.	Psychiatric diagnosis only, when provided by GHP staff.
Member pays \$15 a day 1st through 30th day, \$25 a day 31st through 73rd day, maximum of 73 days.	100% coverage to benefit limit for 73 days in any 12 month period when under care of Range Mental Health Center.	100% in-patient coverage for 73 days while covered and when authorized by GHP chemical dependency counselor, 80% coverage if not under care of or referred
1st through 5th visit covered in full, 6th through 25th visit member pays \$10, maximum 25 visits a year.	Same coverage as mental health.	by GHP. 100% out-patient coverage.
Supplemental benefits covered at 100% after \$50 each calendar year, for services including private duty nursing, oxygen and medical equipment when prescribed by CHC physician; \$10,000 lifetime maximum.	100% coverage on rental or purchase of durable equipment when prescribed by plan physician.	100% coverage after \$50 co-payment a calendar year for skilled nursing care, oxygen and durable medical equipment when prescribed by GHP physician; \$10,000 lifetime maximum.
Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians office. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.	schedule. Member pays amount over schedule. Hospital	For medical emergency, 100% coverage for in- patient/out-patient hospital; scheduled fees for in- patient/out-patient physician care based on California Relative Value Study at \$10 a "unit". GHP also has reciprocal service agreements with over 50 other HMO's.
Dental care and dental surgery is excluded except if required by reason of accidental injury to sound natural teeth, excision of tumors, and exostoses.	Limited dental benefits available. Contact plan office for details.	Preventive dental care for children to age 12. GHP member may select separate GHP dental coverage during annual open enrollment period or as a new employee.
No restrictions during open enrollment periods. May require health evaluations at other times.	No restrictions.	No restrictions.
Member may convert to an individual plan. A special package is available to member who leaves metropolitan area. (See certificate)	Full plan level of benefits if in plan service area.	GHP provides conversion to a non-group HMO membership in GHP.

HMO MINNESOTA

MED CENTER HEALTH PLAN

NICOLLET EITEL HEALTH PLAN

	·	
100% coverage in semi-private room for at least 365 days	100% coverage in semi-private room for at least 365 days.	100% coverage in semi-private room for at least 365 days.
100% covered	100% covered	100% covered
190% covered	100% covered	100% covered
100% covered	100% covered	100% covered
100% covered	100% covered	100% covered
100% covered	100% covered	100% covered
100% covered while coverage is in force	100% covered while coverage is in force	100% covered while coverage is in force.
100% coverage for routine physicals, well baby care, immunizations and allergy treatment.	100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment	100% coverage for routine physicals (except for employment or insurance), eye and hearing exams, immunizations, allergy injections and well baby care.
Member pays \$15 a visit, waived if admitted within 24 hours of visit	Member pays \$15 a visit, waived if admitted for same condition within 24 hours	Member pays \$10 a visit, waived if member is admitted within 24 hours of visit.
Member pays \$2 per prescription at HMOM participating pharmacies.	Member pays up to \$2.50 a prescription for 30 day supply 190 days for birth control pills) or 100 units whichever is greater or up to 1000 units of insulin.	Member pays up to \$2.50 a prescription for a 34 day supply (3 month supply of birth control pills). Benefit applies out of area.
20% discount for glasses, contact lenses (if medically necessary) at HMOM participating prescription centers.	Discount on eye glasses obtained at Daytons stores with plan prescription as follows: single vision lenses (2) \$5, multi vision lenses (2) \$10, frames \$5.	\$25 credit through Bension's or Target toward eye glasses or contacts every two years provided there is a prescription change.
Member pays 20% a day, up to 73 days a calendar year.	80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.	Member pays \$20 a day, maximum 30 days per confinement.
Member pays 20% a visit (not to exceed \$10) up to 30		
visits a calendar year.	Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider	Individual therapy: member pays \$10 a visit, maximum 50 visits a year. Family therapy: member pays \$15 a year. Group therapy: member pays \$2 a session, maximum 50 visits a year.
Member pays 20%, up to 73 days a calendar year.	80% coverage for up to 75 in patient days a calendar year when approved by a plan chemical dependency	Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP.
Member pays 20% a visit (not to exceed \$10), up to 30 visits a calendar year.	counselor Out patient treatment for alcoholism and chemical dependency covered as any other mental condition.	Member pays \$100 a treatment program.
100% coverage for medical equipment when prescribed by an HMOM physician.	80% coverage up to \$2,500, then 100% to \$100,000 for ambulance, private duty nursing, prosthetic devices and durable medical equipment; 100% coverage for blood. No coverage for chiropractor unless referred by plan physicians. No coverage for custodial care.	80% coverage up to \$1,500 then 100% up to \$250,000 for durable medical equipment, ambulance, prosthetic devices. 100% coverage for blood.
100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.	100% coverage if referred by MCHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$100,000 for emergency treatment.	Acute emergency service in area and medically necessary care out of area covered at 80% up to \$1,500, then 100% up to \$250,000. 100% coverage if referred by Plan physician.
No coverage for routine dental care. Accidental injury to natural teeth covered 100% .	80% coverage for treatment due to accident if treated within six months of accident. No other coverage even if hospitalized	80% coverage to restore sound teeth as result of accident which occurs while plan member. No coverage for dental hospitalization unless medically necessary.
100% coverage with exception of congenital anomalies in children over 16.	100% coverage except for congenital malformations and anomalies.	No restrictions.
Individual comprehensive, major medical conversion contract through Blue Cross/Blue Shield of Minnesota.	Conversion plan available through Northwestern National Life Ins. Co.	Eight insurance conversion options available through Northwestern National Life Ins. Co.

PHYSICIANS HEALTH PLAN

If remaining in the servicing area, benefits remain the

(except for preventive benefits) \$15 for eye exams, and

\$200 for maternity. Members leaving the area may select one of the Mutual of Omaha conversion plans.

same except for co-payment of: \$3 per office visit

SHARE HEALTH PLAN

100% coverage in semi-private room for at least 365 days.	100% coverage in semi-private room for at least 365 days.
100% covered	100% covered
190% covered	100% covered
100% covered while coverage is in force.	100% covered while coverage is in force.
100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.	100% coverage for physical exams, eye exams, well child care, immunizations, voluntary family planning, infertility evaluations and consultations, diagnostic x-ray and lab.
Member pays \$15 a visit for emergency room and outpatient services through any participating hospital 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.	Member pays first \$10 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter.
Member pays up to \$2.50 a prescription or refill for up to 34 day supply, or 100 units whichever is less. Birth control pills: 3 month supply.	Member pays up to \$2.50 for 100 pills or 30 day supply, whichever is less, (3 month supply of birth control pills) when purchased from participating pharmacies.
Discounts for eye glasses are available through participating optical centers.	Available at a substantial discount through SHARE.
PHP requires member be evaluated in advance by PHP mental health designee (unless an emergency) before beginning or continuing in- or out-patient treatment for mental health. Plan provides 80% of necessary in-patient hospital and medical expenses with a 73-day limit a	Member pays \$15 a day, maximum 30-day confinement. In-patient services in a residential care facility for emotionally handicapped children for up to 30 days a calendar year, member pays \$15 a day.
calendar year. Member pays \$10 each out-patient visit, up to 30 visits a calendar year.	Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.
Same coverage as above.	Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.
	Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.
80% coverage for ambulance, private duty nursing, specific prosthetic devices and durable medical equipment, 100% coverage for blood.	Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.
100% coverage for referrals if approved in advance by PHP. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.	SHARE pays 80% of first \$1,000 in charges, 100% thereafter.
80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident. Hospital benefits may be provided when admission is necessary due to a concurrent medical hazard and authorized in advance.	100% coverage for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.
No restrictions except for congenital malformations and anomalies that have been diagnosed or for which the member received treatment or was aware of prior to enrollment in PHP.	No restrictions.

DENTAL PLANS

DELTA DENTAL PLAN OF MINNESOTA

Coverage A Regular Diagnostic & Preventive Services

Reimbursed at 80% of charge when service is performed by a participating dentist.

Coverage B Regular & Restorative Services

Reimbursed at 80% of charge when performed by a participating dentist.

Coverage C Prosthetics

Reimbursed at 50% of charge when service is performed by a participating dentist.

Coverage D Orthodontics

Reimbursed at 80% of charge when service is performed by a participating dentist. Coverage limited to eligible dependent children ages 8 through

Miscellaneous

Benefits payable on coverage B and coverage C are subject to a combined \$25 deductible each calendar year.

\$1000 annual maximum benefit payable on each covered person.

GROUP HEALTH PLAN, INC.

Coverage A Regular Diagnostic & Preventive Services

Provided at 100% through GHP dental facilities.

Coverage B Regular & Restorative Services

Provided at 80% of charges through GHP dental facilities.

Coverage C Prosthetics

Provided at 50% of charges, through GHP dental facilities.

Coverage D Orthodontics

Provided at 80% of charges, after approval by GHP dental staff, to dependent children while under age 19.

\$1,000 annual maximum benefit on orthodontics.

Miscellaneous

Enrollment in this program is available only to those employees choosing GHP medical-hospital coverage.

No deductible. No maximum on coverages A, B or C.

program available for non-residents.

Available through SHARE at same level of benefits for

persons residing in metropolitan area. Scheduled benefit

BLUE CROSS AND BLUE SHIELD OF MINNESOTA

	OF MINNESO I A						
HOSPITAL SERVICES	High Option	Low Option					
GENERAL ADMISSIONS	Full coverage in semi-private room for 365 days.	\$16 a day on room charge. Full coverage on necessary hospital expenses for 365 days. *Note exceptions					
	*Note exceptions						
NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.	\$16 a day on room charge. Full coverage on necessary hospital expenses for 70 days.					
CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.	\$16 a day on room charge. Full coverage on necessary hospital expenses for 73 days.					
MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery.	\$16 a day on room charge. Full coverage on necessary hospital expenses provided contract is in force at date of delivery.					
OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.	Same as High Option					
PHYSICIANS' SERVICES	· · · · · · · · · · · · · · · · · · ·						
SURGERY	Benefit determined by schedule with remaining charge reimbursed at 80% of the usual, customary and reasonable fee.	Same as High Option but with lower scheduled allowance.					
ANESTHESIOLOGY	20% of scheduled surgical allowance with the remaining expense reimbursed at 80% of the usual, customary and reasonable fee.	Same as High Option.					
HOSPITAL VISITS	\$15 for first day.	\$12 for first day.					
	\$5 a day for next 364 days.	\$4 a day for next 364 days.					
	Necessary consultation fees under Major Medical.	Necessary consultation fees under Major Medical.					
MENTAL HEALTH	90% of first \$600.	Same as High Option.					
	Remainder covered under Major Medical.						
X-RAY AND	Up to \$100 a year.	Up to \$50 a year.					
LABORATORY	Remainder under Major Medical.	Remainder under Major Medical.					
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.	Same as High Option.					
OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury.	Same as High Option.					
	See Major Medical description.						
MISCELLANEOUS							
PRESCRIPTIONS	80% paid under Major Medical.	Same as High Option.					
	See Major Medical description.						
MAJOR MEDICAL	\$50.00 calendar year deductible per person.	Same as High Option.					
	80% reimbursement on expense exceeding the deductible.						
	\$250,000 maximum.						
	YZDO,000 Maximum.						

Central Minnesota Group Health Plan

GHCMP MEDICAL CENTER 1411 St. Germain St., St. Cloud, MN

HOSPITAL

ST. CLOUD HOSPITAL 1406 N. 6th, St. Cloud, MN

Coordinated Health Care, Inc.

ST. PAUL PRIMARY CARE CENTER 258 University Ave. St. Paul, MN

ST. CROIX VALLEY CLINIC P.A. 921 So. Greeley Stillwater, MN

HOSPITALS

SAINT PAUL RAMSEY HOSPITAL 640 Jackson Street St. Paul, MN

LAKEVIEW MEMORIAL 921 Greeley Street Stillwater, MN

Group Health Association of Northeastern Minnesota

ADAMS CLINIC Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER Two Harbors, MN

EAST RANGE CLINIC Virginia-Aurora, MN

LENONT PETERSON CLINIC Virginia, MN

HOSPITALS

HIBBING GENERAL HOSPITAL

LAKEVIEW MEMORIAL HOSPITAL Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER Virginia, MN

Group Health Plan, Inc.

GROUP HEALTH COMO MEDICAL CENTER 2500 Como Ave. (at Hwy 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER 1533 Utica Ave. So. (at Hwys 12 & 100) St. Louis Park, MN

*GROUP HEALTH BLOOMINGTON MEDICAL CENTER 86th St. & Nicollet Ave., Bloomington, MN

GROUP HEALTH MAPLEWOOD MEDICAL CENTER 2165 White Bear Ave., Maplewood, MN

GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER 6845 Lee Ave. No., Brooklyn Center, MN

*GROUP HEALTH RIVERSIDE MEDICAL CENTER 606 24th Ave. So., Minneapolis, MN

*GROUP HEALTH SAINT PAUL MEDICAL CENTER Wabasha & Plato, St. Paul, MN

GROUP HEALTH BURNSVILLE MEDICAL CENTER 200 Nicollet Blvd. E., Burnsville, MN

GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER (Spring 1980) 81st & Center Av. NE, Spring Lake Park, MN LENONT-PETERSON CLINIC 830 9th Street No., Virginia, MN

COMMUNITY HEALTH CENTER 4th St. at 11th Ave., Two Harbors, MN

*DENTAL LOCATIONS

HOSPITALS

FAIRVIEW HOSPITAL/ST. MARY'S 2312 S. 6th St. Minneapolis, MN

BETHESDA LUTHERAN MEDICAL CENTER 559 Capitol Blvd., St. Paul, MN

CHILDRENS HOSPITAL ST. PAUL 345 Smith, St. Paul, MN

HMO Minnesota

HMOM provides medical services through 1600 primary and specialty care physicians throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 300 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-450-8421 or 218-722-4685.

Med Center Health Plan

ST. MICHAEL AREA MEDICAL CENTER St. Michael 55376

RAMSEY MEDICAL CENTER 5300 153rd Av., Ramsey 55303

COON RAPIDS CLINIC 9920 N.W., Zilla, Coon Rapids 55433

ST. LOUIS PARK MEDICAL CENTER 5000 West 39th St., St. Louis, Park 55416

PLYMOUTH SATELLITE 12805 Highway 55, Plymouth 55441

RIDGEDALE SATELLITE 12700 Highway 12, Minnetonka 55343

MINNETONKA SATELLITE 18001 Highway 7, Minnetonka 55343

HOPKINS SATELLITE 47 Ninth Av. So., Hopkins 55343

BLOOMINGTON SATELLITE 4200 West Old Shakopee Rd., Bloomington 55420

MMC SATELLITE Suite 206, Metropolitan Medical Office Bldg., 825 South 8th St., Minneapolis 55404

WHITE BEAR FAMILY PRACTICE CLINIC, P.A. 3320 Bellaire Av., White Bear Lake 55110

MAPLEWOOD FAMILY PRACTICE GROUP 1814 North St. Paul Rd., Maplewood 55109

GORMAN CLINIC 234 E. Wentworth Av., West St. Paul, MN 55118

NORTH ST. PAUL MEDICAL CENTER 2579 East Seventh Av., North St. Paul 55109

MARYLAND CLINIC 911 E. Maryland Av., St. Paul 55106

EASTSIDE MEDICAL CENTER 891 White Bear Av., St. Paul 55106

ARCADE CLINIC 651 Arcade, St. Paul 55106

SCENIC HILLS CLINIC 261 No. Ruth Street, St. Paul 55119 SHAKOPEE MEDICAL CENTER
1335 East 10th Avenue, Shakopee 55379

HOSPITALS

MERCY MEDICAL CENTER 4050 Coon Rapids Blvd., Coon Rapids, MN

ST. JOHN'S HOSPITAL 403 Maria Av., St. Paul, MN

ST. FRANCIS HOSPITAL 325 W. 5th, Shakopee, MN

METHODIST HOSPITAL 6500 Exc. Blvd., Minneapolis, MN

Nicollet/Eitel Health Plan

BLOOMINGTON NICOLLET CLINIC 7901 Xerxes Ave.S. Bloomington, Minnesota

BURNSVILLE NICOLLET CLINIC 200 East Nicollet Blvd. Burnsville, Minnesota

MINNEAPOLIS NICOLLET CLINIC Franklin & Blaisdell Avenues Minneapolis, Minnesota

WAYZATA NICOLLET CLINIC 201 East Lake Street Wayzata, Minnesota

HOSPITALS

EITEL HOSPITAL Minneapolis, MN

FAIRVIEW-SOUTHDALE HOSPITAL Edina, MN

CHILDREN'S HEALTH CENTER Minneapolis, MN

PHP LOCATIONS

PHP provides services through more than 1600 physicians and offices located throughout a 12 county service area. Medically necessary hospital treatment is available at 23 participating hospitals and prescriptions drugs are available at over 375 pharmacies. A list of PHP providers and services may be obtained through your state personnel officer or the University of Minnesota employee benefits department. For additional details, call PHP at 332-7541.

Share Health Plan

BROOKLYN PARK MEDICAL CENTER 5805 74th Av.N., Brooklyn Park, MN

COLUMBIA PARK CLINIC 3620 Central Av. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER 555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER 7920 Cedar Av.S., Bloomington, MN

HOSPITALS

UNITY HOSPITAL 550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL 1700 University Ave., St. Paul, MN

CHILDRENS HOSPITAL 345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL 6401 France Av.S., Edina, MN

SAMARITAN HOSPITAL 1515 Charles Av., St. Paul, MN

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

1. Additional Employee Life Insurance may be applied for in amounts of \$1,000 or more up to \$10,000. Employees who have \$10,000 additional life or who bring their total amount of additional life insurance up to \$10,000, may also apply for up to six additional units of \$5,000 each. Those employees with \$40,000 additional life may apply for up to three additional units of \$20,000 each. The total additional employee life insurance available is \$100,000.

Accidental Death and Dismemberment — if an employee dies by accident (24 hour coverage) the amount of life insurance doubles.

Employees becoming totally and permanently disabled prior to age 60 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until date of death.

Satisfactory evidence of insurability must be furnished for all amounts of additional employee life insurance. The table of rates per \$1,000 is shown below.

- 2. **Spouse life insurance** may be applied for in an amount not to exceed 50% of the coverage carried by the employee.
- 3. **Dependents life insurance** of \$2,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$2,000). Prior to age 70, an additional amount of \$2,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD

Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$2,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$2,000 Dependent Life		
Under 30	\$.06	\$.22	45 — 49	\$.18	\$.46		
30 - 34	.10	.30	50 — 54	.35	.80		
35 - 39	.10	.30	55 — 59	.50	1.08		
40 - 44	.18	.46	60 - 64	.85	1.80		
			65 - 69	1.56	3.22		

ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident — 8th day sickness — 26 weeks)

Accident and Sickness Indemnity may be applied for by the employee in the amounts as follows if the monthly benefit does not exceed 66 2/3 of the monthly salary. **NOTE: No benefit is payable when eligible for Worker's Compensation benefits**

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period					
\$140	\$1.20	\$ 500	\$4.30					
170	1.46	600	5.16					
200	1.72	700	6.02					
250	2.15	800	6.88					
300	2.58	900	7.74					
400	3.44	1000	8.60					

LONG TERM SALARY CONTINUANCE DISABILITY

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage - \$.59 per 2-week pay period.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

This coverage is available in units of \$5,000. An employee may apply for amounts from \$5,000 to \$100,000 (ages 61 - 70, \$50,000). It is also available to a spouse in units of \$5,000 to a maximum of \$25,000 (but not more than amount purchased by employee). The rate for a \$5,000 unit is \$.15 per 2-week pay period.

NOTE: If both husband and wife are employed by the State, they are each eligible to apply for the Optional Life (Minnesota Mutual and Northwestern National) and the Accidental Death and Dismemberment Insurance (St. Paul Life Insurance Company) benefits as employees, but they may not insure each other for the dependent benefits.

APPENDIX J

The following are class options in existence as of August 11, 1981. The Employer reserves the right to eliminate and/or modify these options and to create new options during the life of this Agreement.

Administrative Secretary

General Steno

College Laboratory Assistant

Art Shop Technician Nursing Sciences

Physics Study Skills Studio Arts Chemistry

Biological Sciences

Dental

Language Arts Math Psychology Theater Arts

Data Entry Operator Lead

Key-to-Disk On-Line

Driver Evaluation Supervisor

General Evaluation

Driver Vehicle Services Aide

Motor Vehicle Counter Clerk Driver License Exam Clerk Title Exam Clerk

MV Phone Clerk

Driver License Counter Clerk

Driver Vehicle Services Research Clerk

EDP Operations Supervisor 2

General Network

EDP Operations Technician 1

Computer Operation Production Control/Staging Records/Tape Librarian

EDP Operations Technician 2

Computer Operations
Documentation
Records/Tape Librarian

Records/Tape Librarian
Production Control/Staging

EDP Operations Technician 3

Computer Operations
Resource Library

Production Control/Staging Records/Tape Librarian Documentation

Engineering Aide, Senior

General Dam Safety

Inventory Control Supervisor 1

General Analyst

Plant Industry Inspector

Seed Potato Apiary

Barberry Control

Executive 1 & 2 options are being established as separate classes.

Human Services Technician & Senior

Vocational Rehabilitation General (Hospital) Teacher Aide Day Care

Human Services Specialist & Senior

Behavior Modification

Day Care Teacher Aide

Vocational Rehabilitation Certified Occupational Therapist

Physical Therapist Residential Programs Recreational Assistant

Interpreter

In addition to the items specified in Article IV, Section 2, the Appointing Authority shall list the class options for which an employee is qualified on the Seniority Roster. If an employee has a disagreement over the class options for which the employee is qualified, the employee shall have thirty (30) calendar days from the date of the posting of the Seniority Roster to notify the Department of Employee Relations. The Department of Employee Relations shall determine whether the employee is qualified for a class option. If an employee is determined not to be qualified for a class option, he/she shall be offered the opportunity to qualify through the examination procedure.

APPENDIX K

The following are Junior/Senior Plans in existence as of August 11, 1981. The Employer reserves the right to eliminate and/or modify these plans and to create new plans during the life of this Agreement.

												Pub.	Public		Mankato		
Class Title	Admin.	Agric.	CC	Corr.	DP W	ES	Educ.	Finance	Health	DNR	P CA		Safety	Rev.		DOT	Energy
Account Clerk - Sr.	Х			Х													
Chemical Dependency Counselor - Sr.					X												
Clerk 2 - Driver & Vehicle Services Ai	.de												Х				
Clerk Typist 1 - Dictaphone Operator				X	X		Х		Х			X		X			
Correctional Counselor 1 - Correctional Counselor 2				x													
Data Entry Operator - Sr.	X		X		X	X		X		X			X	X	X		X
Electronics Technician - Sr.																X	
Grain Inspector 1 - 2		X															
Grain Laboratory Aide 1 - 2		X															
Highway Maintenance Worker - Sr.																X	
Highway Technician - Interm.																X	
Human Services Technician - Sr.					X		Х										
Human Services Specialist - Sr.					X		X										
Livestock Weigher 1 - 2		X											**				
LPN 1 - LPN 2					X												
Medical Claims Analyst - Interm.					X												
Radio Technician - Sr.																X	
Switchboard Operator - Capitol Centrex Operator, Sr.	x																
General Maintenance Worker 1 - 2	X		Х				x									Χ#	
General Maintenance Worker 2 - 3	Х		X				X									X#	

^{*}Golden Valley only.

APPENDIX L

The Employer agrees to continue the provisions of the Supplemental Agreements of the 1979-1981 Agreement as provided below.

A. COMMUNITY COLLEGE SYSTEM

The Community College System shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota State Community College System:

Vacation Leave

Article VIII, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

For employees with full—time seasonal or part—time seasonal employment conditions, the amount of unused vacation leave shall not exceed the amount that such employee would normally earn during that year.

Settlement of Disputes

Article XVII of the Master Agreement shall be supplemented and/or modified as follows:

Definition of Steps: The presentation of a grievance at the first step shall be to the employee's immediate supervisor. The presentation of a grievance at the second step shall be to the College President or designee. The presentation of a grievance at the third step shall be to the Chancellor or designee.

B. DEPARTMENT OF CORRECTIONS

The Department of Corrections shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO and State of Minnesota Department of Corrections:

Grievance Procedure

Article XVII, Section 1 (Grievance Procedure) of the Master Agreement shall be supplemented and/or modified as follows:

Grievance meetings at which the Step 2 Employer representative is also the Appointing Authority for the third step of the grievance procedure shall be considered to be both the second and third step grievance meetings.

C. DEPARTMENT OF ECONOMIC SECURITY

The Department of Economic Security shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO and State of Minnesota Department of Economic Security:

Grievance Procedure

Article XVII, Section 1 (Grievance Procedure) Step 2 of the Master Agreement shall be supplemented and/or modified as follows:

The seven (7) calendar day response limitations shall be extended to ten (10) calendar day response limitations.

Seniority Rosters

Article IV, Seniority, Sections 1 and 2, of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Previous Department of Employment Services. Employees who transferred on December 1, 1977, from the previous Department of Employment Services will be credited on the seniority roster with Classification Seniority reflecting prior Classification Seniority within the Department of Employment Services.

Section 2. Previous Department of Vocational Rehabilitation. Employees who transferred on December 1, 1977, from the previous Department of Vocational Rehabilitation will be credited on the seniority roster with Classification Seniority reflecting prior Classification Seniority within the Department of Vocational Rehabilitation and Education.

Section 3. Departmental and State Seniority. Employees who transferred from the previous Departments of Employment Services and Vocational Rehabilitation will be credited with Departmental Seniority as of December 1, 1977, and State Seniority reflecting Continuous Service since last date of hire with the State of Minnesota.

Section 4. Previous Governor's Manpower Office. Employees who transferred from the previous Governor's Manpower Office, in accordance with Chapter 430, will be credited on the seniority roster with Classification, Departmental and State Seniority as of December 1, 1977.

However, for the purpose of breaking ties on the seniority roster between employees who transferred from the previous Governor's Manpower Office, said employees will be credited with length of service since last date of hire with the State of Minnesota.

Section 5. Scope of Agreement. After December 1, 1977, seniority will accrue and be credited in compliance with Article IV of the Master Agreement. Any dispute regarding the method of crediting seniority outlined in this Article of the Supplemental Agreement is not subject to the grievance and arbitration provisions of the Master Agreement. This Article is intended to be in conformity with the provisions of Minnesota Laws, 1977, Chapter 430, and the rights provided by Section 3, Subdivision 6, of that act shall be maintained.

Leaves of Absence

Article X, Section 4, Unpaid Leaves of Absence, of the Master Agreement shall be supplemented and/or modified as follows:

It is understood that less than full—time unpaid leaves of absence for educational purposes or for verified medical reasons, when approved by the Employer, shall not create a violation of Article XV, Section 1, Layoff.

D. IRON RANGE RESOURCES AND REHABILITATION BOARD

The Iron Range Resources and Rehabilitation Board shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO and State of Minnesota Iron Range Resources and Rehabilitation Board:

Expense Allowances

Article XX, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Meal Allowances. Employees who incur any meal expense as a result of special conferences or special meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article XX, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by their immediate supervisor.

Employees performing required work more than thirty—five (35) miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article XX, Section 5, of the Master Agreement, if the work assignment extends over the normal noon meal period. Such reimbursements shall be authorized by the employee's immediate supervisor. Reimbursements shall also be considered to be authorized under the following circumstances:

- 1) If an employee submits a routine work schedule, indicating his possible claim for noon meal allowance and no oral, or written denials are received from the Appointing Authority, or Supervisor(s) within a reasonable time, previous to the "claimed" day.
- 2) If oral approval is given by the employee's immediate supervisor prior to claiming that meal allowance, on the same day of a "claimed" noon meal.

Uniform Allowances

Dress/Uniform Codes. Whenever the Employer develops, or makes a formal dress/uniform code and it is required that employees comply with that code, as a condition of employment, the Employer shall pay the necessary costs involved to have the employee(s) in compliance with the enforced code, according to the following:

- 1) Dress/uniform allowance shall not exceed \$100 per employee in any fiscal year.
- 2) Employer may furnish any, or all of the necessary uniforms/clothes and necessary laundering service if so desired.
- 3) Uniforms/clothing furnished by either of the above methods shall be left at the employee's worksite, if required by the Employer.
- 4) Upon a job assignment change and/or an employee's separation from State service, the Employer shall have the right to reclaim any, or all uniforms/clothing.

E. DEPARTMENT OF NATURAL RESOURCES

The Department of Natural Resources shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO and State of Minnesota Department of Natural Resources:

Project Employment

Section 1. Right to Recall From Layoff. Seasonal Natural Resources Technicians, Natural Resource Aides, and Laborers in layoff status shall have preference to employment on short term projects in their principal place of employment and within their discipline on the basis of Departmental Seniority.

Section 2. Rate of Pay. Seasonal Natural Resource Technicians and Aides appointed as non-tenured laborers to such projects shall be paid at the labor service rate closest to their regular rate of pay. Labor service employees shall be paid at their regular rate of pay.

Settlement of Disputes

Article XVII, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

The designated Employer representative for grievances presented at the first step shall be the employee's Regional Supervisor, Section Supervisor or comparable supervisor constituting the first level of supervision outside of the bargaining unit.

-76-

The designated Employer representative for grievances presented to the second step shall be the Division Director or other designated Appointing Authority serving at the second level of supervision outside of the bargaining unit. Grievances originating in a region shall be heard at the second step in the respective region.

The designated Employer representative for grievances presented to the third step shall be the Appointing Authority (Commissioner of Natural Resources) or his/her designee.

Expense Allowances

Article XX, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Employees who incur any meal expense as a result of conference or meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article XX, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by the first level of supervision outside of bargaining unit.

Employees performing required work more than thirty—five (35) miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article XX, Section 5, of the Master Agreement, if the work assignment extends over the normal noon meal period.

F. DEPARTMENT OF PUBLIC SERVICE

The Department of Public Service shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO and State of Minnesota Department of Public Service:

Expense Allowances

Article XX, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Definition. "Work Station" means a specific location (home/office) from which an employee generally carries out his/her official duties or assignment.

Section 2. Eligibility. An employee shall be eligible for noon meal reimbursement when the distance from his/her work station to the field assignment that day exceeds a radius of thirty—five (35) miles from the assigned work station or when an employee is required by the Employer to participate in a job related training conference with other employees from this department, providing the assignment extends through the normal lunch period and is approved in advance by the Employer. The reimbursement for the cost of the noon meal shall be in accordance with Article XX, Section 5 of the Master Agreement.

Attendance at Union Meetings

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Employees may be permitted to adjust their hours of work to permit travel time necessary to attend regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request and be granted approval from their immediate supervisor or other Employer designee five (5) calendar days in advance of the meeting date. Requests shall show the hours of release time requested. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing on the day of the meeting. Employees shall receive no compensation for time spent in such travel, but may utilize vacation leave, compensatory overtime hours, or work extra hours, within the same payroll period, if work is available, to prevent a loss of earnings.

In the event work is available and an employee is authorized to work extra hours to offset time spent in travel to union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of release time requested and used.

Tools and Equipment

The Employer shall indemnify each employee up to a maximum of \$800.00 for losses caused by fire, wind, or theft by forcible entry, of tools and equipment supplied by the employee and used in the performance of work and when in the care of custody of the Employer.

It shall be the responsibility of each employee to furnish a complete list of tools and equipment to be indemnified, including an accurate description and replacement cost to their immediate supervisor and to have that list approved by the supervisor in writing within thirty (30) days from the date of this Agreement.

In any losses covered by this provision the tool or equipment will be replaced with like tools or equipment purchased by the Employer through the State contract purchasing or through the State bidding procedures. In no cases will employees be paid in cash for their losses. The Employer reserves the right to withhold approval on any tools or equipment deemed unnecessary.

The provisions of this Article do not apply to any tools or equipment not included on an approved list and in no case apply to AM/FM Radios.

G. STATE UNIVERSITY SYSTEM

The State University System shall continue the following provisions of the 1979–1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota State University System:

Attendance at Union Meetings

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their department supervisor or other Employer designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

The provisions of this Section do not apply to the employees at Metropolitan State University.

Vacation

Article VIII, Section 2 (Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Any employee who has not been offered reasonable opportunity, or who has not been permitted to reduce his/her vacation accumulation and who is about to lose vacation because he/she has had or will reach the maximum accumulation of vacation leave shall be entitled to take sufficient vacation to prevent such loss upon advance notice to his/her supervisor.

Work Force

The provisions of the Master Agreement are supplemented as follows:

Section 1. Job Description. The Employer shall furnish each employee a copy of his/her job description.

Section 2. Utilization of Student Workers. No employee shall be laid off or demoted due to the utilization of student workers.

General

The provisions of the Master Agreement are supplemented as follows:

Section 1. Parking. The Employer agrees that all policies relating to parking in campus facilities shall be uniform for faculty and all other personnel.

This section shall not apply to employees of the Metropolitan State University.

Section 2. Changes in Bargaining Unit. The Local Union President will be provided a copy of the University's bi-weekly report to Council 6 of additions/deletions to the bargaining unit.

Section 3. Intra Campus Mail. The Employer shall make available to each Local Union the use of the intra campus mail system for the communication of meeting notices and minutes of same, monthly and/or quarterly newsletters, and other official communications from Union officers of a similar nature. Such materials shall not advocate actions contrary to the provisions of the Master Agreement or this Supplemental Agreement, nor shall it contain material of a partisan political or inflamatory nature.

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF CORRECTIONS MINNESOTA STATE REFORMATORY AND AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota State Reformatory, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

OBSERVED HOLIDAYS

Article VII. Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

For employees in Unit 8, Christmas and New Year's holidays shall be considered to commence with the last work shift the majority of which falls on Christmas Eve or New Year's Eve respectively and shall continue for twenty-four (24) hours from the start of such shifts.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney

Vice President

FOR THE EMPLOYER

/s/ James W. Geissner

State Labor Negotiator

/s/ Richard Halterman

Treasurer

/s/ Judy Steinke

Secretary

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

/s/ Peter Benner **Assistant Director**

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF CORRECTIONS, MINNESOTA STATE REFORMATORY AND AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota State Reformatory, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

OVERTIME DISTRIBUTION

Article VI, Section 3A of the Master Agreement shall be supplemented and/or modified as follows:

If overtime work is known to exist, at the Minnesota State Reformatory, in excess of seventeen (17) hours prior to the commencement of such overtime work, the Employer shall offer such overtime to the employee(s) with the least number of overtime hours to his/her credit within a specific work area without regard to shift.

If the overtime work is not known to exist seventeen (17) hours prior to the commencement of such work, the overtime work shall be first offered to the employee(s) with the least overtime hours to his/her credit on the shift immediately preceding the overtime work.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie **Executive Director**

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Hanev Vice President

FOR THE EMPLOYER

/s/ Judy Steinke Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

/s/ James W. Geissner State Labor Negotiator

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING **BETWEEN** MINNESOTA DEPARTMENT OF CORRECTIONS. MINNESOTA CORRECTIONAL FACILITY, SAUK CENTRE AND AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota Correctional Facility, Sauk Centre, hereinafter referred to as the EMPLOYER and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

FIXED NIGHT SHIFTS

Article V, Section 2G(2) of the Master Agreement shall be supplemented and/or modified as follows: The Employer shall implement a fixed night shift system effective September 15, 1981.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER /s/ James W. Geissner

State Labor Negotiator

/s/ Robert J. Currie

Executive Director AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA CORRECTIONAL FACILITY, LINO LAKES AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota Correctional Facility, Lino Lakes, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

WORK UNIFORMS

The provisions of the Master Agreement are supplemented as follows:

Section 1. Uniforms. Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance of uniforms is an employee responsibility unless they are currently being maintained by the Appointing Authority. Uniforms shall not be utilized for off—duty activity by the employee.

Section 2. Protective Clothing. Employees required to wear protective clothing or safety devices as a condition of employment shall have such clothing or devices furnished and maintained in proper working condition by the Appointing Authority.

Section 3. Clothing Damage. An employee will be reimbursed for injury to or loss of his/her personal property while acting within the scope of his/her employment, pursuant to Minnesota Statutes 3.66 through 3.84 and in accord with procedures established by the Department of Corrections.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney

Vice President

FOR THE EMPLOYER

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

/s/ James W. Geissner

State Labor Negotiator

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF ADMINISTRATION, INFORMATION SERVICE BUREAU/COMPUTER OPERATIONS AND PRODUCTION CONTROL AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Administration, Information Service Bureau/Computer Operations and Production Control hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Union having membership jurisdiction to said Department and Division, hereinafter referred to as the UNION.

FIXED NIGHT SHIFTS

Article V, Section 2G(2) of the Master Agreement shall be supplemented and/or modified as follows: The Employer shall maintain a fixed night shift schedule.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie **Executive Director**

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney Vice President

FOR THE EMPLOYER

/s/ Judy Steinke /s/ James W. Geissner Secretary State Labor Negotiator

/s/ Richard Halterman

Treasurer

/s/ Peter Benner **Assistant Director** /s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF ADMINISTRATION AND AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Administration, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

WORK UNIFORMS

The provisions of the Master Agreement are supplemented as follows:

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance of uniforms is an employee responsibility unless they are currently being maintained by the Appointing Authority. Uniforms shall not be utilized for off duty activity by the employees.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

/s/ James W. Geissner

State Labor Negotiator

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF PUBLIC SAFETY AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Public Safety, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

WORK UNIFORMS

The provisions of the Master Agreement are supplemented as follows:

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Employees who are assigned to out—of—doors duty shall be provided outer uniform clothing. Proper maintenance of uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie
Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

FOR THE EMPLOYER

/s/ James W. Geissner State Labor Negotiator

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF VETERANS AFFAIRS AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Veterans Affairs, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

BIDDING DURING PROBATIONARY PERIOD

Article XII, Section 4 of the Master Agreement shall be supplemented and/or modified as follows: Employees serving an initial probationary period with the State shall not be eligible to bid on vacancies. The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL—CIO

/s/ James W. Geissner
State Labor Negotiator

/s/ H. Glenn Littler

President

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

/s/ Mike Haney

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF PUBLIC WELFARE INSTITUTIONS AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Public Welfare Institutions, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department and institutions, hereinafter referred to as the UNION:

BIDDING DURING PROBATIONARY PERIOD

Article XII, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees serving an initial probationary period in the State shall not be eligible to bid on vacancies.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL—CIO

/s/James W. Geissner
State Labor Negotiator

10

/s/ H. Glenn Littler

/s/ Barbara L. Sundquist

President

Commissioner of Employee Relations

/s/ Mike Haney

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF AGRICULTURE AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Agriculture, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

OVERTIME COMPENSATION

Article VI, Section 5A of the Master Agreement shall be supplemented and/or modified as follows:

Employees' overtime hours shall not be assigned to a compensatory bank unless mutually agreed to by the Local Union and the Appointing Authority.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney
Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

FOR THE EMPLOYER

/s/ James W. Geissner

State Labor Negotiator

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF TRANSPORTATION AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Transportation, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department hereinafter referred to as the UNION:

Section 1. Temporary Reassignment. Article XII, Section 2D of the Master Agreement shall be supplemented and/or modified as follows:

Temporary reassignments shall be for six (6) months or less.

Section 2. Reassignment. Article XII, Sections 3 and 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in Metropolitan Maintenance Unit 2 desiring reassignment within the same class to another sub-area within the same district may submit written requests for such reassignment to their supervisor stating the reason(s) for such request. When a permanent vacancy occurs, the desires of the employees who have submitted requests for reassignment will be considered before the vacancy is posted for bidding.

Section 3. Overtime Compensation. Article VI, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employee's overtime hours shall not be assigned to a compensatory bank except as provided below.

For employees in Unit 2 (other than Metropolitan Maintenance) a compensatory bank shall be established for each employee as follows:

The first two (2) hours of overtime earned each scheduled work day shall be accumulated and credited to the employee's compensatory overtime bank, at the appropriate overtime rate, up to a maximum of one hundred forty (140) hours.

Overtime hours worked beyond the first two (2) hours each scheduled work day shall be compensated in cash and liquidated on the same or immediately following payroll abstract for the payroll period in which the overtime was earned.

The Appointing Authority may require an employee to take compensatory time off at the Appointing Authority's discretion. The Appointing Authority shall grant compensatory time off in accord with employee requests insofar as adequate staffing of the work permits as determined by the Appointing Authority.

Section 4. Tools and Equipment Loss. The provisions of the Master Agreement shall be supplemented as follows:

The Appointing Authority will provide tool boxes or tool cabinets for Heavy Equipment Mechanic Apprentice, Heavy Equipment Mechanic, and Heavy Equipment Field Mechanic to store their tools. While tools are in the care, custody, and control of the Appointing Authority, the Appointing Authority shall indemnify each employee for tool losses caused by fire, wind, or theft by forcible entry up to a maximum of \$1,000.

Employees in Unit 7 who are required by the Appointing Authority to furnish basic hand tools and/or equipment, shall be indemnified by the Appointing Authority for tools and/or equipment losses caused by fire, wind, or theft by forcible entry while the tools and/or equipment are secured on the Appointing Authority's premises or are in a locked vehicle which use is authorized by the Appointing Authority or when they are in a field office on a construction project.

Section 5. Maintenance Seasonal Work Crews. The provisions of Article XII, Sections 1 through 5 of the Master Agreement shall be supplemented and/or modified as follows:

Sub-section a. Metropolitan Maintenance. Seasonal work crew assignments within each sub-area and/or within each district shall be posted for a minimum of seven (7) calendar days. In the event that no employee applies for the vacancy(s), the Appointing Authority shall fill the opening(s) by assignment on the basis of employee qualifications and inverse seniority. Employees selected for such assignments shall be given seven (7) calendar days notice prior to such assignments.

Seasonal work crew assignments are assignments to those maintenance operations which are district—wide in scope, and are operations where some special skill or expertise is necessary so that it is generally a requirement, from the standpoint of efficiency and economy of operation, to retain the same employee on the assignment for the duration of the operation in any particular calendar year.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the project is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the project.

Sub-section b. Outstate Maintenance. Openings on the following seasonal work crews shall be filled after posting for a minimum of ten (10) calendar days: Mudjack Crew, Striping Crew, Joint Seal Crew, Bituminous Plant (State owned).

Assignment to these seasonal work crew openings shall be made on the basis of Classification Seniority from those employees applying from the maintenance area, sub—area, or truck station from which such a crew is being formed. If an insufficient number of employees apply for the openings, the openings will be filled in inverse order of Classification Seniority among employees from the maintenance area, sub—area, or truck station from which such a crew is being formed. During the period while the selection process is taking place, the Appointing Authority may temporarily assign employee(s) to seasonal work crew openings to fulfill operating requirements.

Should it become necessary to supplement the basic crew, the Appointing Authority may supplement such basic crew by assignment from the area where the work is being performed.

Section 6. Seniority. Article VI, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

Classification Seniority in the classes of Highway Field Assistant and Highway Technician shall be combined and considered Classification Seniority for the purpose of layoff.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL—CIO

/s/ James W. Geissner
State Labor Negotiator

/s/ H. Glenn Littler

President

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

/s/ Mike Hanev

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA STATE UNIVERSITY SYSTEM AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its State University System, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Universities, hereinafter referred to as the UNION:

OBSERVED HOLIDAYS

Article VII, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

The academic calendar established by the Administration for each State University may include alternate holidays for Veterans Day and Presidents Day based on the needs of the academic calendar. The Local Unions shall be consulted before the academic calendar is determined.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL-CIO

/s/ James W. Geissner State Labor Negotiator

/s/ H. Glenn Littler

President

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

/s/ Mike Haney

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

-87-

MEMORANDUM OF UNDERSTANDING BETWEEN MINNESOTA DEPARTMENT OF EDUCATION AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered into this 11th day of August 1981, by and between the State of Minnesota and its Department of Education, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

LAYOFF AND RECALL

Article XV of the Master Agreement shall be supplemented and/or modified as follows:

The following shall apply to the Braille School and Deaf School:

A. Summer School. The Appointing Authority shall notify all employees of all summer school openings. An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise their seniority rights for recall for the duration of the summer school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Local Union and the employee. Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service.

This Section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off employees, wherever necessary, to carry out the functions and needs of the summer school programs.

Notification of intent to return to work may be made in writing and hand delivered provided however that a written receipt of such notification is given.

B. Work Schedules Upon Recall. If the work schedule to be worked upon recall from layoff at the beginning of an academic year is the same as was worked in the preceding academic year, the fourteen (14) calendar day posting requirement of Article V, shall not apply. The Appointing Authority, at the time of notification of recall, shall notify those employees recalled from layoff status of any changes from that anticipated work schedule.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this 19th day of August, 1981.

FOR THE UNION

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL—CIO

/s/ H. Glenn Littler

President

/s/ Mike Haney

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director

FOR THE EMPLOYER

/s/ James W. Geissner
State Labor Negotiator

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

ADDENDUM

Department of Revenue Seasonal Employees

Section 1. Coverage. The provisions of this Addendum apply to all seasonal employees of the Department of Revenue who are employed for at least the lesser of fourteen (14) hours per week or thirty—five (35) percent of the normal work week and who are employed in excess of one hundred (100) working days in any calendar year.

Except as specifically modified by this Addendum, all relevant provisions of the Master Agreement shall apply to these employees.

Section 2. Benefits.

- A. Holidays, Vacation Leave, Sick Leave
 Seasonal employees of the Department of Revenue shall become eligible to begin receiving the benefits
 provided by Article XII (Holidays), Article VIII (Vacation Leave), and Article IX (Sick Leave) of the Master Agreement in accord with the following:
 - After being employed for at least 100 working days in each of (two) 2 consecutive calendar years and upon appointment to a position anticipated to last at least 100 working days in the third consecutive calendar year; or,
 - 2. After actually working at least 100 days in each of three consecutive calendar years.

Employees who do not work at least 100 working days in any calendar year must meet the above eligibility requirements upon subsequent appointments to seasonal positions in the Department of Revenue prior to receiving the benefits specified in the articles.

An employee is eligible to use vacation leave when he/she becomes eligible to accrue it.

To be entitled to receive paid holidays, an eligible employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

B. Insurance.
Seasonal employees of the Department of Revenue are subject to the general insurance eligibility requirements specified in Article XIX (Section 2).

Section 3. Appointment and Separation. Effective January 1, 1982, seasonal employees of the Department of Revenue who have separated in good standing shall be offered available seasonal vacancies in the bargaining unit in the same class and principal place of employment in the subsequent year prior to the appointment of new employees.

Effective July 1, 1982, seasonal employees of the Department of Revenue who have been employed at least 100 working days shall be separated within their principal place of employment in inverse order of their previous length of service in their class in the Department.

Effective January 1, 1983, seasonal employees of the Department of Revenue who have separated in good standing shall be offered available seasonal vacancies in the bargaining unit in the same class and principal place of employment in the next subsequent calendar year in the order of their previous length of service in the class and Department.

Employees who decline an offer of employment or who were not employed for at least 100 working days in the previous calendar year are excluded from the provisions of this Section. The determination of principal places of employment for purposes of this Section shall be at the discretion of the Appointing Authority.

The provisions of this Addendum are effective upon the date of execution and shall remain in effect for the duration of the Agreement between Minnesota State Employees Union, AFSCME, Council 6 and the State of Minnesota effective August 11, 1981.

FOR THE UNION

/s/ Robert J. Currie

Executive Director

AFSCME, Council No. 6, AFL—CIO

/s/ H. Glenn Littler President

/s/ Mike Haney
Vice President

/s/ Judy Steinke Secretary

/s/ Richard Halterman
Treasurer

/s/ Peter Benner
Assistant Director

FOR THE EMPLOYER

/s/ James W. Geissner State Labor Negotiator

/s/ Barbara L. Sundquist
Commissioner of Employee Relations

MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF MINNESOTA AND AFSCME, COUNCIL 6, AFL—CIO

This Memorandum of Understanding is made and entered this 10th day of August, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL—CIO and its affiliated locals, hereinafter referred to as the UNION.

The parties agree to the following provisions as settlement of the strike that occurred from July 20, 1981, through August 10, 1981.

NON-RECRIMINATION

The Employer and/or its Appointing Authorities shall not engage in any type of reprisal against an employee, including an employee without permanent status (non-tenured laborers, unclassified employees, probationary employees, etc.) for his/her participation in the strike.

SENIORITY

For purposes of Article IV, Continuous Service shall include the time an employee was on strike. For purposes of Article VIII, Length of Service Requirement shall include the time an employee was on strike.

VACATION and LEAVES OF ABSENCE

All employees who had received the approval of their supervisor to be on vacation or on a leave of absence on August 11, 1981, shall not be required to return to work until the approved completion date of the vacation or leave of absence.

SICK LEAVE

Employees who were not granted sick leave during the strike and who maintain that they were unable to participate in the strike due to an illness or disability may submit a written request to the Department of Employee Relations, Labor Relations Bureau for sick leave approval. Such requests must be submitted by August 21, 1981, and must include medical documentation of the illness or disability. The Labor Relations Bureau shall respond by September 11, 1981.

HOLIDAYS

Employees who had been scheduled to take an alternate holiday between July 20, 1981, and August 10, 1981, but did not take the holiday shall receive holiday pay computed at his/her normal day's pay (the employee's regular hourly rate of pay, as of July 20, 1981, multiplied by the number of hours in his/her normal work day) and shall be paid in cash.

Employees who observed their birthday as a paid holiday between July 1, 1981, and August 10, 1981, inclusive shall not be eligible to receive a floating holiday during the first fiscal year of the Agreement.

GRIEVANCE PROCEDURE

The calendar days between July 20, 1981, and August 18, 1981, inclusive shall not be considered as calendar days for the purposes of the time limits specified in Article XVII (Grievance Procedure) of the Master Agreement.

LAYOFF

The calendar days between July 20, 1981, and August 10, 1981, inclusive shall not be considered as calendar days for the purposes of the notification provisions specified in Article XV, Sections 2D (Layoff) of the Master Agreement.

HOURS OF WORK

The Appointing Authority shall establish a work schedule starting August 11, 1981, for the return to work of employees. Employees shall begin to return to work on the early shift on August 11, 1981.

In the Department of Public Welfare, the Appointing Authority is not required to return all employees to work on August 11, 1981. However, employees shall be phased in and all employees shall be returned to work by August 14, 1981.

All employees shall begin accruing vacation leave and sick leave and shall become eligible for insurance on August 11, 1981. Employees may use vacation leave for the time after August 10, 1981, until they are returned to work. If employees do not have any accrued vacation, they may, upon request, be entitled to an advance of vacation hours for the time specified above.

In continuous operations in which schedules for the time between August 11, 1981, and August 26, 1981, had been established prior to the strike, employees shall return to work pursuant to this schedule. In continuous operations in which no schedule is in effect, the Appointing Authority shall establish a schedule consistent with the scheduling prior to the strike and shall designate a person to be responsible for informing employees of their work schedule. The Union shall direct employees to contact the designated person to learn when they are to return to work.

The Appointing Authority shall not be required to pay time and one—half (1 ½) "penalty pay" for the scheduling period between August 11, 1981, to August 25, 1981. Notwithstanding the provisions of Article V, Sections 2 and 5, work schedules showing the shifts, days, and hours of all employees shall be posted on August 19, 1981, for the pay period beginning August 26, 1981.

VACANCIES, FILLING OF POSITIONS

All employees who participated in the strike shall be returned to the position and schedule that they held immediately preceding the strike except as modified by this Memorandum of Understanding.

If the Appointing Authority determines to fill a vacancy that was posted prior to July 20, 1981, but was not posted for at least ten (10) calendar days as a result of the strike, the Appointing Authority shall re—post the vacancy, and the position shall be filled in accord with Article XII of the 1981—1983 Agreement. If the Appointing Authority determines to fill a vacancy that had been posted for at least ten (10) calendar days prior to July 20, 1981, but was not filled during the strike, the Appointing Authority shall continue the process of filling the vacancy at whatever step the procedure was at on July 20, 1981.

Any temporary employee who was hired during the strike to perform work that otherwise would have been performed by a bargaining unit employee shall have his/her appointment terminated within a reasonable amount of time after August 11, 1981.

If a vacancy, as defined in Article XII, had been posted for at least ten (10) calendar days prior to July 20, 1981, and was filled during the strike, the vacancy shall remain as filled. If a vacancy was filled during the strike by other than posting and bidding, the person appointed shall remain an employee of that Appointing Authority. However, the position shall be posted for bid pursuant to Article XII. The position vacated by the successful bidder, if any, shall not be posted for bids.

SEVERANCE PAY

Any employee who became eligible under the terms of Article XVIII of the 1979—1981 Agreement to receive severance pay during the strike shall receive such severance pay.

PROGRESSION STEP INCREASES

Pay increases which would have been granted during the strike shall be paid effective the pay period commencing August 12, 1981. Eligibility for future step increases, if any, shall be computed from the date the increase would have been paid had there been no strike.

INSURANCE PAYMENT

The Employer shall pay the insurance costs as provided for in Article XIX of the 1979–1981 Agreement for the payroll period from July 29, 1981, to August 11, 1981.

FOR THE UNION

FOR THE EMPLOYER

/s/ Robert J. Currie

Executive Director AFSCME, Council No. 6, AFL—CIO

State Labor Negotiator

/s/ James W. Geissner

/s/ H. Glenn Littler

President

/s/ Barbara L. Sundquist

Commissioner of Employee Relations

/s/ Mike Haney

Vice President

/s/ Judy Steinke

Secretary

/s/ Richard Halterman

Treasurer

/s/ Peter Benner

Assistant Director