Appendix M
Medical Specialists' Addendum to the 2015-2017 Commissioner's Plan
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1 Coverage

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

This Plan provides coverage for the biennium beginning on July 1, 2015, and ending on June 30, 2017. Provisions are effective on the date this Plan is approved by the Legislative Coordinating Commission. Provisions (except for those that are date specific) shall remain in effect after June 30, 2017, until a new Plan is approved by the Legislative Coordinating Commission.

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

Office of the Commissioner
Minnesota Management & Budget
400 Centennial Office Building
658 Cedar Street, Saint Paul, Minnesota 55155

2 Hours of Work

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

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

Overtime. Because medical specialists have authority to plan their work and allocate the time needed for its completion, they are exempt from the provisions of the Federal Fair Labor Standards Act and are normally not eligible for overtime pay or compensatory time off with pay. If a work-related emergency situation is declared by the Commissioner of Minnesota Management & Budget, the Commissioner of Minnesota Management & Budget shall determine if medical specialists shall be paid for overtime. If compensation is authorized, payment shall be at straight time in either cash or compensatory time at the Appointing Authority's option. Compensatory time may be accumulated to any level, but the Appointing Authority may choose to liquidate all or a portion of accumulated compensatory time with thirty-five (35) calendar days' notice to the medical specialist. A medical specialist who is placed on emergency layoff shall not have his/her compensatory time paid in cash.

On Call Pay for the Department of Human Services. All medical specialists employed by the Department of Human Services will be expected to take clinical on-call as assigned. Medical specialists who are instructed to remain in a clinical on-call status shall be paid as follows:

> Work days – medical specialists who are assigned to clinical on-call status for up to a sixteen (16) hour period shall be paid twenty-five percent (25%) of their hourly base wage up to four (4) hours of base pay.
>
> Non-work days or holidays – medical specialists who are assigned to clinical on-call status for up to a twenty-four (24) hour period shall be paid twenty-five percent (25%) of their hourly base wage up to six (6) hours of base pay.

Medical specialists who are assigned to clinical on-call duty and during the time period for which they are on-call are subsequently required to make an on-site visit shall receive only their regular base pay rate for the period of time required to complete their on-site duties.

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

3 Holidays

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

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

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas
New Year's
Martin Luther King Day
Presidents Day
Memorial Day

For all eligible medical specialists assigned to a Monday through Friday, five (5) day operation, holidays that fall on a Saturday shall be observed as a paid holiday on the Friday before. Holidays that fall on a Sunday shall be observed as a paid holiday on the Monday after the holiday.

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

Floating Holidays. An eligible medical specialist shall receive one (1) floating holiday each fiscal year. The scheduling of such a day shall be by mutual agreement between the Appointing Authority and the medical specialist. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

Medical specialists who move into the plan from another Minnesota state position that has received a floating holiday during that fiscal year shall not receive an additional floating holiday.

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

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

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

Work on a Holiday. A medical specialist who works on a regularly scheduled holiday shall in addition to their regular rate of pay be paid for the holiday hours in cash or vacation leave, at the Appointing Authority's discretion. The medical specialist must be eligible to accrue and use vacation under this Addendum to receive payment as vacation leave.

Determining Hours of Holiday Pay. An eligible medical specialist who normally works at least seventy-two (72) hours per pay period shall receive the holiday pay for the number of hours in the medical specialist's normal work day. Full-time medical specialists working flex schedules with variable hours per day shall receive the number of hours to achieve their normal payroll period schedule.

Medical specialists with flextime schedules shall not receive additional paid holiday hours over those normally scheduled in the work week.

4 Vacation Leave

Eligibility. All medical specialists who are appointed for a period in excess or anticipated to be in excess of six (6) months and are in payroll status, are eligible for paid vacation leave as provided in this Chapter.

Vacation on Entry to a Medical Specialist Position. Upon entry to the State service in a medical specialist position, an eligible medical specialist shall be credited with eighty (80) hours (ten (10) days) of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated. Vacation hours credited upon entry to State service but not offset by accumulated vacation prior to separation from State service shall not be eligible for liquidation.

If a current employee in State service is appointed to a medical specialist position and that employee has his/her accumulated vacation leave hours transferred, the employee shall not be credited with additional vacation leave hours.

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

Vacation Accrual Schedule for Full-time Medical Specialists

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

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

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

"Length of Service" may also include time spent with other employers as stated below:

1. An eligible medical specialist who moves without a break in service to a medical specialist position from any other position in any branch of Minnesota State government, shall have his/her length of service and accumulated vacation leave transferred, provided that the total amount of accumulated vacation does not exceed two hundred and seventy-five (275) hours.

2. An eligible medical specialist who is appointed to a medical specialist position within four (4) years from the date of separation in good standing from any position in any branch of Minnesota State government shall accrue vacation leave according to the length of service the medical specialist had attained at the time of separation.

3. A former Legislator who is appointed to a medical specialist position within four (4) years of the end of his/her term in the Legislature shall receive full credit for his/her length of service in the Legislature.

4. An Appointing Authority may, at its discretion, adjust "Length of Service" to reflect credit for all, none or a portion of: a) any prior service with a public jurisdiction, including prior service in any branch of Minnesota State government or service as a former Legislator beyond the four (4) year limit specified in 2 and 3 above; b) any prior private sector experience directly related to the medical specialist's position or on initial entry to State service, to match vacation accrual provided by the medical specialist's most recent employer; and/or c) service in the United States Armed Forces provided the service was full-time for at least one hundred eighty-one (181) consecutive days.

A medical specialist who has previous service under provisions 1-4 above may be granted credit for such service by submitting documentation of the qualifying service to the Appointing Authority for approval. Any change in length of service credit shall only affect future leave accrual and shall be effective the pay period in which the Appointing Authority approves the request.

Vacation Accumulation. Vacation leave may be accumulated to any amount provided that, once during each fiscal year, the medical specialist's balance must be reduced to two hundred seventy-five (275) hours or less. If this is not accomplished on or before the last day of the fiscal year, the medical specialist's balance shall automatically be reduced to two hundred seventy-five (275) hours at the end of the fiscal year.

The Commissioner of Minnesota Management & Budget may temporarily suspend the maximum number of hours which may be accumulated in emergency situations. Emergencies are defined as nonrecurring situations that could not be anticipated or planned for.

Medical specialists on a military leave under Chapter 6 may accumulate vacation leave to any amount provided that the balance is reduced to two hundred seventy-five (275) hours within two (2) years of the medical specialist's return from the leave.

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

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

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

Vacation Leave Liquidation. An eligible medical specialist who separates from State service or moves to a vacation-ineligible position shall be compensated, as detailed below, at the medical specialist's current rate of pay, for all accumulated and unused vacation leave up to a maximum of two hundred seventy-five (275) hours. However, the maximum cap shall not apply in situations where the payout is due to the medical specialist's death. Vacation leave may not be used in combination with unpaid leave on separation from State service to extend insurance coverage. A medical specialist who is placed on emergency layoff shall not have his/her accumulated vacation leave hours liquidated.

A medical specialist who is laid off or dies shall receive vacation in cash.

A medical specialist who separates from State service with ten (10) or more years of continuous State service shall have unused vacation hours placed in an individual Minnesota State Retirement System Health Care Savings Plan account.

A medical specialist who does not meet the ten (10) year continuous State service requirement or whose combined vacation and severance payout is less than five hundred dollars ($500), may choose to:

- be paid in a lump sum at the time of eligible separation;
- arrange for a one-time deferred compensation or tax-sheltered annuity deduction, provided the medical specialist satisfies all requirements of the administrator or the deferred compensation plan or tax-sheltered annuity; or
- a combination of both.

For budget reasons, an Appointing Authority may elect to distribute the vacation and severance payment, whether paid to the medical specialist or to an individual Minnesota State Retirement System Health Care Savings Plan account, over a period of up to two (2) years from the date of separation. If the medical specialist dies before all of the vacation and severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the medical specialist's estate.

Conversion of Accumulated Vacation to Deferred Compensation. Once each fiscal year, medical specialists with at least six (6) months of continuous service in this Plan, or any combination of service in the Managerial Plan, Commissioner's Plan or qualifying service in the Middle Management Association equaling at least six (6) months combined continuous service must choose to either convert a portion of his/her accumulated vacation, up to a maximum of fifty (50) vacation hours, to a contribution to a deferred compensation plan for which the State provides payroll deduction or choose to receive the State-paid matching deferred compensation contribution as provided in Chapter 14. No minimum service is required if the State-paid matching deferred compensation contribution is selected.

Medical specialists must choose one these options by June 5th of each fiscal year.

Contributions to deferred compensation plans made through the conversion of vacation hours are subject to all of the rules and regulations of their respective plans.

Appointing Authorities may limit the amount of vacation hours converted on an agency-wide basis to deferred compensation or may deny requests for the State-paid deferred compensation contribution provided in Chapter 14 due to budget restrictions.

5 Sick Leave

Eligibility. All medical specialists who are appointed for a period in excess or anticipated to be in excess of six (6) months and are in payroll status, are eligible for paid sick leave as provided in this Chapter.

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

If an employee returns to State service in a medical specialist position and has sick leave hours restored, he/she shall not be credited with eighty (80) hours of sick leave upon re-entry to State service.

If a current employee in State service is appointed to a medical specialist position and that employee has his/her sick leave hours transferred, he/she shall not be credited with any additional sick leave hours.

Sick Leave Accrual and Accumulation. A full-time medical specialist shall accrue sick leave at the rate of four (4) hours per pay period. A medical specialist being paid for less than a full eighty (80) hour pay period shall have his/her sick leave accrual prorated according to the schedule in Appendix C. Eligible medical specialists on an unpaid military leave under Chapter 6 shall earn and accrue sick leave as though actually at work, pursuant to M.S. 192.261, Subd. 1.

Transfer/Restoration of Sick Leave Hours. An eligible medical specialist who moves without a break in service to a medical specialist position from any other position in Minnesota State government, shall have his/her accumulated sick leave balance transferred.

An eligible medical specialist who is appointed to a medical specialist position within four (4) years from the date of separation in good standing from any other position in any branch of Minnesota State government shall have his/her sick leave balance restored provided that any medical specialist being appointed after receiving severance pay shall have his/her unpaid sick leave restored. If the appointment is into a class that is sick leave ineligible, any previous unpaid sick leave shall not be restored. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be restored in an amount equal to what the medical specialist would have accumulated under this Plan.

Medical specialists may use the restored sick leave immediately upon return to State service.

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

- medical specialist illness, disability, or medical, chiropractic or dental care;
- exposure to contagious disease which endangers the health of other persons;
- inability to work during the period of time that the doctor certifies that the medical specialist is unable to work because of pregnancy or child birth.

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

- illness or disability of the medical specialist's family members or other dependents living in the same household as the medical specialist or for illness or injury of other family members as provided by state law;

- illness or injury of the medical specialist's minor child whether or not the child lives in the same household;

- medical, chiropractic or dental care for the medical specialist's spouse or dependent child living in the same household as the medical specialist, or minor child whether or not the child lives in the same household;

- with advance notice, the time necessary (including reasonable travel time to and from the worksite) to accompany the medical specialist's parents to medical, chiropractic and dental appointments;

- birth or adoption of the medical specialist's child, not to exceed five (5) days;

- to arrange for necessary nursing care for members of the family, not to exceed five (5) days;

- to attend the funeral of a spouse, parent, grandparent, step-parent, guardian, children, grandchildren, sibling, or other close relative, stepchild, ward, or parent or grandparent of the spouse for a reasonable period of time, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

See also Appendix J, Letter of August 15, 2014, regarding employee use of accrued sick leave for the illness and injury of certain family members and for safety leave, as approved by state law.

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

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

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

6 Other Leaves of Absence

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

Developmental Leave. See Chapter 8, Professional Development.

Family and Medical Leave Act. See Appendix H.

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

- **Court appearance leave** for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the medical specialist's state job. The medical specialist shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any medical specialist who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave or leave of absence without pay unless, by mutual consent with the Appointing Authority, the medical specialist is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.

- **Jury duty leave** for time to serve on a jury provided that when not impaneled for actual service or required by the Court to be present for potential selection for service the medical specialist shall report to work.

- **Election Judge leave** for purposes of serving as an Election Judge in any election. The medical specialist must request the leave at least twenty (20) calendar days in advance.

- **Military leave in accord with M.S. §192.261** for members of the National Guard or military or naval reserves of this State or of the United States who are ordered or authorized by the appropriate authority to active service or training. This leave shall be limited to fifteen (15) working days per calendar year. The medical specialist must inform his/her Appointing Authority within seven (7) calendar days of receiving notification of duty.

- **Voting time leave** in accord with M.S. §204C.04 for medical specialists eligible to vote in a state primary election, a presidential primary election, a state general election, or an election to fill a vacancy in the United States Congress or in the office of state senator or state representative provided that the leave is for a period of time long enough to vote during election day.

- **Emergency leave** in the event of a natural or man-made emergency if determined by the Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the Commissioner of Minnesota Management & Budget.

- **Athletic leave** in accord with M.S. §15.62, as amended in 1985 to prepare for and engage in world, Olympic, or Pan American games competition.

- **Blood donation leave** to donate blood at an onsite and Appointing Authority endorsed program.

- **Transition leave**, at the Appointing Authority's discretion, for a medical specialist on notice of permanent layoff. This leave is limited to one hundred sixty (160) hours, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and are not subject to the Application and Return provisions of this Chapter.

- **Administrative leave**, at the Appointing Authority's discretion, for a medical specialist who has been involved in a critical incident, or where their continuous presence in the workplace poses a risk to the medical specialist or the agency. Leave is limited to thirty (30) calendar days unless the Commissioner of Minnesota Management & Budget authorizes an extension of not more than thirty (30) additional calendar days. It is the Appointing Authority's policy to return a medical specialist to active service as soon as practical and prudent.

- **Investigatory leave** as provided in Chapter 11.

- **Decision making leave** of one (1) day as provided in Chapter 11. The leave must be part of the discipline process and is for the purpose of making a decision about continued employment.

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

- **Medical leave** for a cumulative period of one (1) year per illness or injury, unless extended by the Appointing Authority, when a medical specialist has exhausted his/her accumulation of sick leave due to an extended illness or injury.

- **Parenthood leave** to a natural or adoptive parent for a period of six (6) months when requested in conjunction with the birth or adoption of a child. The leave shall begin on the date requested by the medical specialist but no later than six (6) weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six (6) weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the leave of absence. Sick or vacation leave used following the birth of the child will not have the effect of extending the six (6)-month leave of absence. Upon request, the Appointing Authority may extend the leave up to a maximum of one (1) year.

- **Military leave in accord with 38 U.S.C. §4316** for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the medical specialist being permitted to return to the medical specialist's position with such status, pay, vacation, and sick leave as such medical specialist would have had if the medical specialist had not been absent due to service under §4316. The medical specialist should inform his/her Appointing Authority as soon as practicable with advance written or verbal notice of receiving notification of duty. See Chapters 4 and 5 regarding accrual of vacation and sick leave during an unpaid military leave. At the medical specialist's request, he/she shall be allowed to supplement unpaid military leave with vacation leave, in accord with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

- **Military leave in accord with M.S. §192.261**, subdivision 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to five (5) years plus any additional time, in each case, as the medical specialist may be required to serve pursuant to law. See Chapters 4 and 5 regarding accrual of vacation and sick leave during an unpaid military leave. At the medical specialist's request, he/she shall be allowed to supplement unpaid military leave with vacation leave, in accord with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

- **Political process leave** in accord with M.S. §§202A.135 and 202A.19, subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committee of a major political party if the medical specialist is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the medical specialist is a convention delegate or alternate, provided that the leave is requested ten (10) days prior to the leave start date.

- **Public office leave** in accord with M.S. §43A.32, subdivision 2, for a medical specialist in the classified service:

  - upon assuming an elected Federal or an elected State public office other than State legislative office; or

  - if elected to State legislative office, during times the Legislature is in session; or

  - upon assuming any other elected public office if, in the opinion of the Commissioner of Minnesota Management & Budget, the holding of the office conflicts with the medical specialist's regular State employment; or

  - at the medical specialist's request upon filing as a candidate for any elected public office or any time during the course of the medical specialist's candidacy.

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

- **Salary savings leave** provided that an Appointing Authority shall not hire a replacement for a medical specialist on temporary leave. A medical specialist taking salary savings leave shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the medical specialist had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period after returning from the leave of absence.

- **Personal leave** for any reason for a period of up to one (1) year subject to annual renewal at the Appointing Authority's discretion.

- **Unclassified service leave** in accord with M.S. §43A.07, subdivision 5, to allow a medical specialist in the classified service to accept a position in the unclassified service.

- **Elder care leave** to care for or to arrange care for parents of the medical specialist or the medical specialist's spouse.

- **Voluntary Service leave** such as VISTA, Peace Corps, UNICEF, or International Red Cross for a period not to exceed four (4) years.

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

Return From Leave. A medical specialist returning from a leave of absence of one (1) month or more shall notify his/her Appointing Authority at least two (2) weeks prior to the intended date of return. A medical specialist on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. A medical specialist shall be entitled to return from an approved leave of absence to a vacant position in the same class, if qualified, under the same Appointing Authority. If a vacant position in the medical specialist's class is not available, or if the medical specialist is not qualified for a vacancy, the layoff provisions of Chapter 10 shall apply. The Appointing Authority shall determine whether a medical specialist is qualified for a vacancy based on the job duties and the medical specialist's qualifications and, if applicable, credentials and privileges.

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

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

7 Probationary Period

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

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

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

Length of Probationary Period. Medical specialists shall serve probationary periods of one (1) year. An Appointing Authority may extend the length of a medical specialist's probationary period by up to twelve (12) months or may reduce it by up to six (6) months. The extension of a probationary period is not subject to the dispute resolution procedures of Chapter 12 or 22. A medical specialist whose probationary period is extended in accord with this paragraph shall be provided with written notice of the length of the extension by the Appointing Authority prior to the end of the original probationary period. Medical Specialists 4 who have not completed the required training for State medical specialists shall remain in probationary status until the training is completed.

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

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

Failure to Attain Permanent Status. A medical specialist serving an initial probationary period may be terminated by the Appointing Authority at any time during the probationary period and shall have no further rights to State employment. Revocation of privileges based on non-certification for medical practice reasons may be appealed as provided in Chapter 22. A medical specialist, who has attained permanent status in another class and/or agency and who is notified by the Appointing Authority that s/he will not be certified to permanent status in the new class and/or agency, shall be returned to a vacant position in the class and agency in which the medical specialist served immediately prior to appointment to the new class and/or agency. Medical

specialists who promote or transfer to a different agency prior to completion of their probationary period and are notified by the new Appointing Authority that they will not be certified to permanent status, shall be returned to a vacant position in the former agency (and class, if different) and resume the probationary period at the point it was interrupted. For medical specialists who previously had either permanent or probationary status in another class and/or agency, return to a vacancy is subject to applicable provisions of collective bargaining agreements and plans. If there is no vacancy, the layoff provisions of the collective bargaining agreement or plan applicable to the former class and/or agency shall be applied.

8 Professional Development

Position Descriptions and Performance Objectives. Every medical specialist and his/her supervisor shall jointly develop a position description and performance goals or objectives that reflect his/her duties and the expectations of the Appointing Authority. A permanent medical specialist's position description and performance objectives shall be reviewed with the medical specialist at least once a year and, if necessary, rewritten whenever there is a substantial change in duties, and at least every three (3) years. It is understood that the Appointing Authority or designee has the discretion to add, eliminate or change job duties at any time.

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

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

Required Education. Newly appointed Medical Specialists 4 must participate in mandatory developmental activities in order to attain permanent status. If Appointing Authorities require medical specialists to attend certain training and development activities, the Appointing Authority will pay associated charges as deemed appropriate.

All Other Education. All medical specialists are expected to participate in job-related training and development activities on an on-going basis. Within the limits of available time and resources and the discretion of the Appointing Authority, training and development opportunities shall be made available to the medical specialist.

The Appointing Authority may provide release time and/or full or partial reimbursement in accord with Administrative Procedure 21 and Chapter 15. Medical specialists must successfully complete the development activity to be eligible for reimbursement.

Membership in Professional Organizations. In each fiscal year, the Appointing Authority may authorize payment for a medical specialist of full or partial costs of membership dues paid to professional organizations related to the medical specialist's job provided that the organization offering the membership does not directly influence agency policies, exist primarily for social reasons, have as its primary purpose the advancement of individual medical specialist interests, or restrict membership on the basis of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, or age. The medical specialist may attend meetings and seminars of

professional organizations during work hours if the amount of time required is reasonable, the Appointing Authority approves such attendance as related to the work assignment, and staffing requirements permit. The medical specialist may hold office in professional organizations if s/he receives no stipend or direct payment other than expense reimbursement from the organization.

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

Mobility Assignments. A medical specialist is eligible to participate in a temporary job change designed to broaden his/her work experience and expand his/her perspectives. A mobility assignment may involve moves between State agencies, between the State and other governmental jurisdictions, or between the State and private organizations. These temporary assignments give the medical specialist an opportunity to use, develop, and expand his/her knowledge, skills, and abilities in a different work environment. Assignments are usually full-time for a specified duration. Mobility assignments may be initiated by the medical specialist or by either employer and require the approval of all three (3) parties. Mobility assignments between the State and other employers are governed by Minn. Stat. §§15.51 to 15.59.

Developmental Leave. A medical specialist is eligible for a developmental leave to secure additional education, training, or experience which will better prepare him/her to carry out his/her responsibilities. A developmental leave may be granted for any period up to two (2) years at no pay, partial pay, or full pay. Granting of a developmental leave is at the discretion of the Appointing Authority. A partially or fully paid leave must be approved in advance by the Commissioner of Minnesota Management & Budget. The medical specialist shall be eligible to retain State-paid insurance benefits for which s/he is otherwise eligible while on developmental leave. A developmental leave may be granted if the following criteria are met:

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

9 Limited Interruptions of Work and Permanent Non-disciplinary Separations

Limited Interruptions of Work. A medical specialist may have his/her employment interrupted, or normal work hours reduced, for a period, not in excess of two (2) consecutive calendar weeks because of adverse weather conditions, shortage of material or equipment, or other unexpected or unusual reasons. This interruption of employment shall not be considered a layoff.

Upon request during limited interruptions of employment, medical specialists shall be allowed to use accumulated vacation leave or compensatory time in order to provide them with up to their regularly scheduled number of hours of earnings for a pay period.

The Appointing Authority may approve requests from medical specialists to receive an advance of hours to provide them with up to their regularly scheduled number of hours of earnings for a pay period. If approved, the advance may not exceed the medical specialist's accumulated and unused vacation leave. Medical specialists who elect to draw such advances may not reduce their vacation accumulation below the total hours advanced. With supervisory approval, the medical specialist may make up the hours advanced. In the payroll period ending closest to November 1 of each year, all medical specialists who received advances and have not made up the total hours advanced, shall have the remaining hours subtracted from their vacation accumulation.

Resignations. A medical specialist may resign in good standing by providing the Appointing Authority with at least two (2) weeks advance written notice.

Termination of Unclassified Appointment. A medical specialist appointed to an unclassified position may be terminated at any time by the Appointing Authority and shall have no further rights to State employment. However, a medical specialist on an approved unclassified service leave of absence may return to a position in the classified service as provided in Chapter 6.

Termination of Temporary, Emergency or Provisional Appointment. A medical specialist working in a temporary, emergency or provisional appointment may be terminated at any time by the Appointing Authority and shall have no further rights to State employment unless, in the case of a provisional appointment, s/he has the right to return to the previously held class.

10 Layoff, Recall, and Termination of Unclassified Appointments

Layoff. A medical specialist may be laid off because of abolition of the medical specialist's position, shortage of work or funding, or other reasons outside the medical specialist's control. A medical specialist may be placed on emergency layoff if it is deemed necessary by the Commissioner of Minnesota Management and Budget. Emergency layoff may be declared for events that include but are not limited to: a natural disaster, epidemic, national security emergency, nuclear emergency or fiscal exigency. The procedure for layoff (specified below) is not applicable to emergency layoff. During periods of emergency layoff, the Employer may continue to provide the Employer's portion of insurance premiums. Any medical specialist who has voluntarily requested and received Appointing Authority approval to reduce his/her work hours shall not be considered to have been laid off.

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

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

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

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

Layoff List. Medical specialists who have been laid off or who have accepted demotions in lieu of layoff shall have their names placed on the medical specialist layoff list for the class, agency, and location from which they were laid off. Such medical specialists may indicate in writing other locations for which they are available and may change their availabilities by notifying Minnesota Management & Budget in writing. Names shall remain on the layoff list for one (1) year.

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

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

11 Corrective Action and Discharge

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

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

For medical specialists employed by the Department of Human Services, Chapter 21 of this Addendum and the medical staff bylaws include more detailed procedures for the handling of clinical care complaints against medical specialists and the initiation of corrective action or discharge.

For information regarding termination of medical specialists serving an initial probationary period, see Chapter 7 (Probationary Period). For information regarding the termination of medical specialists in unclassified, temporary or emergency appointments, see Chapter 10 (Layoff, Recall, and Termination of Unclassified Appointments).

Forms of Corrective Action:

A) **Oral Reprimand**. An oral reprimand must be so identified and should be administered in private.

B) **Written Reprimand**. A written reprimand must be clearly identified as such, and must specify reasons for the action. Changes expected and necessary to correct the deficiency must be clearly outlined.

C) **Decision-Making Leave**. Decision-making leave is time away from work with pay for one (1) day when other forms of counseling and/or discipline have failed to correct performance or other issues with the medical specialist. Prior to placing the medical specialist on decision-making leave, the supervisor shall meet with the medical specialist to discuss the performance and other issues, as well as previous attempts to bring the medical specialist into compliance. The assignment for the medical specialist while on decision-making leave is to decide if s/he wants to continue working for the agency and adhere to the performance or other standard. The medical specialist shall return from leave with a decision to solve the immediate problem and make a commitment to adhere to the performance or other standard. Failure of the medical specialist to adhere to the standard following return from leave may result in additional discipline, up to and including discharge.

D) **Paid or Unpaid Suspension, Vacation Deduction or Demotion**. In lieu of suspension, the Appointing Authority may, at its discretion, deduct hours from the medical specialist's accumulated vacation balance in an amount equal to the suspension.

Such corrective actions require written notice, no later than the effective date of the action. The notice must include the following:

(1) nature of the corrective action;
(2) specific reasons for the action;
(3) effective date of the action;
(4) statement of the medical specialist's right to reply in writing to the Appointing Authority or designee their response to the disciplinary action; and
(5) a) in the case of a medical specialist with permanent status, a statement of the medical specialist's right to appeal as provided in M.S. §43A.33, subdivision 3 (see Appendix E) and the appropriate Dispute Resolution Procedure as provided in Chapter 12 or 22; b) in the case of all other medical specialists, a statement of the medical specialist's right to appeal through Step 3 of the appropriate Dispute Resolution Procedure described in Chapter 12 or 22.

A copy of the notice and the medical specialist's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Minnesota Management & Budget within ten (10) calendar days of the effective date of corrective action or discharge.

Discharge of a Medical Specialist With Permanent Status. Discharge requires a written notice, no later than one (1) day prior to effective date of discharge. The notice of discharge shall include the following:

(1) nature of the disciplinary action;
(2) specific reasons for the action;
(3) effective date of the action;
(4) statement of the medical specialist's right to request an opportunity to hear an explanation of the evidence against him/her and to present his/her side of the story while still in pay status, and notice that this right expires at the end of the next scheduled day of work after the notice of discharge is delivered unless the medical specialist and the Appointing Authority agree otherwise; if the medical specialist was not in pay status at the time of the notice, the requirement to be in pay status does not apply;
(5) statement of the medical specialist's right to reply in writing to the Appointing Authority or designee their response to the disciplinary action regardless of whether the medical specialist chooses to exercise his/her rights in (4) above; and
(6) statement of the medical specialist's right to appeal as provided in M.S. §43A.33, subdivision 3 and the appropriate Dispute Resolution Procedure as provided in Chapter 12 or 22.

A copy of the notice and the medical specialist's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Minnesota Management & Budget within ten (10) calendar days of the effective date of the action.

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

Personnel Records. A medical specialist disciplined under the provisions of this Chapter may submit a written statement regarding the action which will be placed in the medical specialist's personnel record. At the request of the medical specialist, a written reprimand or written record of a suspension of ten (10) days or less (or equivalent deduction from vacation) or a decision-making leave shall be removed from the medical specialist's personnel record provided that no further corrective action has been taken against the medical specialist for a period of two (2) years following the date of the written reprimand or three (3) years following the date of the suspension or decision-making leave.

12 Resolution of Disputes - General

Application. This Chapter covers resolution of disputes concerning interpretation and application of this Addendum to the Commissioner's Plan, non-certification of probationary medical specialists, and corrective actions and discharge except that, for medical specialists in the Department of Human Services, corrective actions and discharge for deficiencies, misconduct and violations related to medical practice are covered by the process described in Chapter 22. If a medical specialist/former medical specialist pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference law), the medical specialist/former medical specialist is precluded from making an appeal under this dispute resolution process.

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

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

Non-Certification. Failure to attain permanent status is not appealable through the Dispute Resolution Procedure below. However, when an Appointing Authority does not certify a medical specialist on an initial or subsequent probationary period, the medical specialist shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Medical specialists serving a subsequent probationary period may have return rights as described in Chapter 7.

Corrective Actions.

(1) Oral reprimands are not appealable.

(2) Written reprimands may be appealed through Step 2 of the Dispute Resolution Procedure below.

(3) Unclassified medical specialists without permanent status in State service and medical specialists on initial probation may appeal a suspension, decision-making leave or demotion through Step 2 of the Dispute Resolution Procedure below.

(4) Medical specialists with permanent status in State service, including those on a subsequent probationary period or on an unclassified service leave of absence may appeal a decision-making leave, suspension or demotion (other than one resulting from non-certification) under the provisions of M.S. §43A.33, subdivision 3 (described in Step 3b of the Dispute Resolution Procedure below). Medical specialists are encouraged to use the Dispute Resolution Procedure through Step 2 below while appealing under the provisions of M.S. §43A.33, subdivision 3.

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

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

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

Step 2: The Appointing Authority or his/her designee shall meet with the medical specialist within seven (7) calendar days following an appeal from Step 1 and shall give the medical specialist a written answer within fourteen (14) calendar days following their meeting.

Step 3a: The medical specialist may appeal the decision of the Appointing Authority or his/her designee in writing to the Commissioner of Minnesota Management & Budget within seven (7) calendar days after the Appointing Authority or designee has given an answer. The Commissioner of Minnesota Management & Budget shall consider the information presented by the medical specialist and the Appointing Authority and shall make a decision and notify the affected medical specialist within thirty (30) calendar days. The Commissioner of Minnesota Management & Budget may decide to hold a hearing to discuss the dispute. The Commissioner's decision shall be final unless the dispute is appealed under Step 3b below.

Step 3b: A permanent status medical specialist may appeal an unpaid suspension, demotion (other than one resulting from non-certification) or discharge at any step of the Dispute Resolution Procedure to the Bureau of Mediation Services as provided under M.S. §43A.33, subdivision 3 (see Appendix E).

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

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

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

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

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

A. **Medical Specialists - Basic Eligibility**. Medical specialists may participate in the Group Insurance Program if they are scheduled to work at least one thousand forty-four (1044) hours in any twelve (12) consecutive months, except for emergency, or temporary classified, or intermittent medical specialists.

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

1. **Medical Specialists with a Work-related Injury/Disability**. A medical specialist who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a medical specialist receives workers' compensation payments or while the workers' compensation claim is pending.

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

3. **Separated Medical Specialists Under M.S. 43A.27**. Pursuant to M.S. 43A.27, Subdivision 3a(1), a medical specialist who separates from State service and who, at the time of separation has five (5) or more years of allowable pension service and is entitled to immediately receive an annuity under a State retirement program and, who is not eligible for regular (non-disability) Medicare coverage, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

   Consistent with M.S. 43A.27, subdivision 3a(2), a medical specialist who separates from State service and who, at the time of separation is at least fifty (50) years of age and at least fifteen (15) years of State service may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

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

1. **Spouse**. The spouse of an eligible medical specialist (if legally married under Minnesota law). For the purpose of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar ($750) or greater deductible through his/her

employing organization, s/he is not eligible to be a covered dependent for the purposes of this Chapter. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.

Effective January 1, 2015 if both spouses work for the State or another organization participating in the State's Group Insurance Program, a spouse may be covered as a dependent by the other.

2. **Children**.

   a. **Health and Dental Coverage**: A dependent child is an eligible medical specialist's child to age twenty-six (26).

   b. **Dependent Child**: A "dependent child" includes a medical specialist's (1) biological child, (2) child legally adopted by or placed for adoption with the medical specialist, (3) step-child, and (4) foster child who has been placed with the medical specialist by an authorized placement agency or by a judgment, decree, or other court order. For a step-child to be considered a dependent child, the medical specialist must be legally married to the child's legal parent or legal guardian. A medical specialist (or the medical specialist's spouse or jointly) must have permanent, full and sole legal and physical custody of the foster child.

   c. **Coverage Under Only One Plan**: For purposes of (a) and (b) above, if the medical specialist's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may not be covered as a dependent by the medical specialist unless the child is not eligible for a full Employer Contribution as defined in Section 3A.

   Effective January 1, 2015 for purposes of (a) and (b) above, if the medical specialist's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may be covered as a dependent by the medical specialist.

3. **Grandchildren**. A dependent grandchild is an eligible medical specialist's unmarried dependent grandchild who:

   a. Is financially dependent upon the medical specialist for principal support and maintenance and has resided with the medical specialist continuously from birth, or

   b. Resides with the medical specialist and is dependent upon the medical specialist for principal support and maintenance and is the child of the medical specialist's unmarried child (the parent) to age nineteen (19).

   If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are covered as a dependent child under Section 2C (2) and (4).

4. **Disabled Child**. A disabled dependent child is an eligible medical specialist's child or grandchild regardless of marital status, who was covered and then disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and is chiefly dependent upon the medical specialist for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the medical specialist or enrollee within thirty one (31) days

of the child's attainment of the limiting age or any other limiting term required for dependent coverage. The disabled dependent is eligible to continue coverage as long as s/he continues to be disabled and dependent, unless coverage terminates under the contract.

5. **Qualified Medical Child Support Order**. A child who would otherwise meet the eligibility requirements and is required to be covered by a Qualified Medical Child Support Order (QMCSO) is considered an eligible dependent.

6. **Child Coverage Limited to Coverage Under One Medical Specialist**. If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover the eligible dependent children or grandchildren. This restriction also applies to two (2) divorced, legally separated, or unmarried medical specialists who share legal responsibility for their eligible dependent children or grandchildren.

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

a. termination of employment (except for gross misconduct);
b. layoff;
c. reduction of hours to an ineligible status;
d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
e. death of medical specialist;
f. divorce or legal separation; or
g. a covered medical specialist's enrollment in Medicare.

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

A. **Full Employer Contribution - Basic Eligibility**. Medical specialists covered by this Agreement who are scheduled to work at least seventy-five (75) percent of the time are eligible for the full Employer Contribution. This means:

1. Medical specialists who are scheduled to work at least eighty (80) hours per pay period for a period of nine (9) months or more in any twelve (12) consecutive months.

2. Medical specialists who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal medical specialists serving on less than a seventy-five percent (75%) basis.

B. **Partial Employer Contribution - Basic Eligibility**. The following medical specialists covered by this Plan receive the full Employer Contribution for basic life coverage, and at the medical specialist's option, a partial Employer Contribution for health and dental coverages if they are scheduled to work at least fifty (50) percent but less than seventy-five (75) percent of the time. This means:

1. Medical specialists who hold part-time appointments and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.

2. Medical specialists who hold part-time or seasonal appointments and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.

The partial Employer Contribution for health and dental coverages is seventy-five percent (75%) of the full Employer Contribution for both employee only and dependent coverage.

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

1. **Medical Specialists on Layoff**. A classified medical specialist who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently or seasonally laid off, remains eligible for an Employer Contribution and all other benefits provided under this Chapter for an extended benefit eligibility period of six (6) months from the date of layoff. In no event shall the Employer Contribution continue beyond the date at which the medial specialist reaches the age of sixty-five (65).

   Seasonal Layoff. The calculation in determining the six (6) months duration of eligibility for an Employer contribution begins on the date the medical specialist is seasonally laid off.

   Permanent Layoff. The calculation in determining the six (6) month duration of eligibility for an Employer Contribution begins on the date the medical specialist is permanently laid off or accepts an appointment in lieu of layoff without a break in service with a lesser employer-paid insurance contribution than the medical specialist was receiving in the appointment from which the layoff occurred and is no longer actively employed in the appointment from which the layoff occurred.

   In the event the medical specialist, while on permanent or seasonal layoff, is rehired to any state job classification with a lesser employer-paid insurance contribution than the medical specialist is receiving under the six (6) months of insurance continuation, the medical specialist shall continue to receive the employer contribution toward the employer-paid insurance for the duration of the six (6) months.

   However, notwithstanding the paragraph above, in the event the medical specialist successfully claims another state job in any agency and classification which is insurance eligible without a break in service, and is subsequently non-certified or involuntarily separated, the six (6) month duration for the Employer Contribution toward insurance benefits will begin at the time the medical specialist is non-certified or otherwise involuntarily separated and is no longer actively employed by the Employer.

   In no event shall an extended benefit eligibility period be longer than a total of six (6) months. Further, a medical specialist must be receiving an Employer Contribution under Section 3 (A) or (B) at the time of layoff in order to be eligible for the six (6) months continuation of insurance.

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

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

1. **General**. A medical specialist who receives a full or partial Employer Contribution maintains that eligibility as long as the medical specialist meets the Employer Contribution eligibility requirements, and appears on the State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to medical specialists who receive an Employer Contribution while on layoff as described in Section 3C1, or while eligible for workers' compensation payments as described in Section 3C2.

2. **Unpaid Leave of Absence**. If a medical specialist is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the medical specialist on a State payroll for one (1) working day per pay period.

3. **Special Leaves.** A medical specialist who is on an approved FMLA or salary savings leave as provided elsewhere in this plan maintains his/her eligibility.

Section 4. Amount of Employer Contribution. For medical specialists eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2016. The Employer Contribution amounts and rules in effect on June 30, 2015 will continue through December 31, 2015.

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

1. **Medical Specialist Coverage**. Beginning on January 1, 2015, for medical specialist health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the medical specialist-only premium of the Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage**. For dependent health coverage for the 2016 and 2017 plan years, the Employer contributes an amount equal to eighty five percent (85%) of the dependent premium of Advantage.

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

1. **Medical Specialist Coverage**. For medical specialist dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the medical specialist premium of the State Dental Plan, or the actual medical specialist premium of the dental plan chosen by the medical specialist. However, for calendar years beginning January 1, 2016, and January 1, 2017, the minimum employee contribution shall be five dollars ($5.00) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

A. **When Coverage May Be Chosen**.

1. **Newly Hired Medical Specialists**. A medical specialist hired into an insurance eligible position must make his/her benefit elections by their initial effective date of coverage as defined in this Chapter, Section 5C. Insurance eligible medical specialists will automatically be enrolled in basic life coverage. If medical specialists eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the medical specialist's residence at the beginning of the insurance year. If an employee does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled.

   Newly hired medical specialists may waive medical coverage prior to their initial effective date if they can provide documentation to SEGIP stating that enrolling in SEGIP coverage would cause them to lose eligibility for other medical coverage currently in effect.

2. **Eligibility Changes**. Medical specialists who become eligible for a full Employer Contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If medical specialists do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the medical specialist's residence at the beginning of the insurance year.

   If medical specialists who become eligible for a partial Employer Contribution choose to enroll in insurance, they must do so within thirty (30) days of becoming eligible or during open enrollment.

A medical specialist may change his/her health or dental plan if the medical specialist changes to a new permanent work or residence location and the medical specialist's current plan is no longer available. If the medical specialist has family coverage and if the new residence location is outside of the current plan's service area, the medical specialist shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status.

A medical specialist who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) calendar days of the date of the relocation under the same provisions accorded during the last open enrollment period. A medical specialist or retired medical specialist may also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

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

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

The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section 5A above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (A medical specialist and a retired medical specialist may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child, without regard to the thirty (30) day limit.) These life events (for both medical specialists and retired medical specialists) are:

a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.

b. A change in number of dependents, including birth, death, adoption, and placement for adoption.

c. A change in employment status of the medical specialist, or the medical specialist's or retired medical specialist's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salaried) of the medical specialist, the medical specialist's or retired medical specialist's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.

d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age or otherwise no longer meets the eligibility requirements under Section 2C.

e. A change in the place of residence of the medical specialist, retired medical specialist or their spouse or dependent.

f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).

g. Family Medical Leave Act (FMLA) leave.

h. Judgments, decrees or orders.

i. A change in coverage of a spouse or dependent under another Employer's plan.

j. Open enrollment under the plan of another Employer.

k. Health Insurance and Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.

l. A COBRA-qualifying event.

m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).

n. Entitlement to Medicare or Medicaid.

o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.

1. **Canceling Dependent Coverage During Open Enrollment**. In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).

2. **Canceling Medical Specialist Coverage**. A part-time medical specialist may also cancel medical specialist coverage within sixty (60) days of when one of the life events set forth above occurs.

3. **Effective Date of Benefit Termination**. Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible medical specialist or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible medical specialist status.

C. **Effective Date of Coverage**.

1. **Initial Effective Date**. The initial effective date of coverage under the Group Insurance Program is the thirty-fifth (35th) day following the medical specialist's first day of employment, re-hire, or reinstatement with the State. The initial effective date of coverage for a medical specialist whose eligibility has changed is the date of the change. A medical specialist must be actively at work on the initial effective date of coverage, except that a medical specialist who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a medical specialist's dependent's coverage become effective before the medical specialist's coverage. If a medical specialist is not actively at work due to medical specialist or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the medical specialist returns to work.)

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

a. **Basic Life**. If a medical specialist is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the medical specialist's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a medical specialist is on an unpaid leave of absence or layoff.

b. **Medical and Dental**. If a medical specialist is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the medical specialist or dependent, medical and dental coverage will be effective on the first day of the medical specialist's return to work.

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

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

D. **Open Enrollment**.

1. **Frequency and Duration**. There shall be an open enrollment period for health coverage in each year of this Plan, and for dental coverage in the first year of this Plan. Each year of the Agreement, all medical specialists shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of this Plan. Open enrollment changes become effective on January 1 of each year of this Plan. Subject to a timely plan settlement, the Employer shall make open enrollment materials available to employees at least fourteen (14) days prior to the start of the open enrollment period.

   Open enrollment may be suspended at the discretion of the Commissioner if, by October 15 of any insurance year, this Chapter or a negotiated insurance article has not been approved in accordance with M.S. 43A.18, Subd. 2.

2. **Eligibility to Participate**. A medical specialist eligible to participate in the State Employee Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a medical specialist in the following categories may, as allowed in Section 5D1 above, make certain changes: (1) a former medical specialist or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active medical specialists; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active medical specialists, but may not add dependent coverage.

3. **Materials for Medical Specialist Choice**. Each year prior to open enrollment, the Appointing Authority will give eligible medical specialists the information necessary to make open enrollment selections. Medical specialists will be provided a statement of their current coverage each year of the plan.

E. **Coverage Selection Prior to Retirement**. A medical specialist who retires and is eligible to continue insurance coverage as a retired medical specialist may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The medical specialist may not add dependent coverage during this period. The change takes effect on the first day of the month following the date of retirement.

Section 6. Basic Coverages.

A. **Medical Specialist and Dependent Health Coverage**.

1. **Minnesota Advantage Health Plan (Advantage)**. The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.

2. **Coverage Under the Minnesota Advantage Health Plan**. From July 1, 2015 through December 31, 2015, health coverage under the SEGIP will continue at the level in effect on June 30, 2015. Effective January 1, 2016, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

   a. **Benefit Options**. Medical specialists must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the medical specialist.

      1) **Plan Administrator**. Medical specialists must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the medical specialist.

      2) **Benefit Level**. The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Medical specialists and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Medical specialists and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

      3) **Primary Care Clinic**. Medical specialists and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the medical specialist. Medical specialists and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

      4) **Advantage Benefit Chart for Services Incurred During Plan Years 2016 and 2017**.

2016 and 2017 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	$150/$300	$250/$3,500	$550/$1,100	$1,250/$2,500

2016 and 2017 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Office visit/urgent care copay (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) $25 2) $30	1) $30 2) $35	1) $60 2) $65	1) $80 2) $85
In-Network Convenience Clinics and Online Care (deductible waived)	$10	$10	$10	$10
Emergency room copay	$100	$100	$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	$100 $60	$200 $120	$500 $250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible

2016 and 2017 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50
Maximum drug out-of-pocket limit (S/F)	$800/$1,600	$800/$1,600	$800/$1,600	$800/$1,600
Maximum non-drug out-of-pocket limit (S/F)	$1,200/$2,400	$1,200/$2,400	$1,600/$3,200	$2,600/$5,200

b. **Office Visit Copayments.** Each year of the Agreement, the level of the office visit copayment applicable to a medical specialist and dependents is based upon whether the medical specialist has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for health coaching.

c. **Services received from, or authorized by, a primary care physician within the primary care clinic**. Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred percent (100%) for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

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

1) **Eye Exams**. Limited to one (1) routine examination per year for which no copay applies.

2) **Outpatient emergency and urgicenter services within the service area**. The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgicenter copay is the same as the primary care clinic office visit copay.

3) **Emergency and urgently needed care outside the service area**. Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars ($2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars ($400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.

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

e. **Prescription drugs**.

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

For the first and second year of the contract:

Tier 1 copayment: Fourteen dollar ($14) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Twenty-five dollar ($25) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Fifty dollar ($50) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

Out of pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars ($800) per person or one thousand six hundred dollars ($1,600) per family.

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

3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.

4) **Special Coverage for "Grandfathered Diabetic Group"**. For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:

- Test tapes and syringes are covered at one hundred percent (100%) for the greater of a thirty (30) day supply or one hundred (100) units when purchased with insulin.

5) **Special Coverage for Nicotine Replacement Therapies**. There will be no copayment for formulary nicotine replacement therapies for medical specialists and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program, or other program as documented by the health coach.

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

1) Mental health services – inpatient or outpatient.

2) Chemical dependency services – inpatient and outpatient.

3) Chiropractic services.

4) Transplant coverage.

5) Cardiac services.

6) Home infusion therapy.

7) Hospice.

g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage**. If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below. All terms and conditions outlined in the Summary of Benefits will apply.

h. **Children living with an ex-spouse outside the service area of the medical specialist's plan administrator**. Covered children living with former spouses outside the service area of the medical specialist's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.

i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage**. (This category includes medical specialists temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.

1) Deductible. There is a three hundred fifty dollar ($350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars ($700).

2) Coinsurance. After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

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

In the first and second years of the contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand two hundred dollars ($1,200) per person or two thousand four hundred dollars ($2,400) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand six hundred dollars ($1,600) per person or three thousand two hundred dollars ($3,200) per family for members whose primary care clinic is in Cost Level 3; and two thousand six hundred dollars ($2,600) per person or five thousand two hundred dollars ($5,200) per family for members whose primary care clinic is in Cost Level 4.

k. **In-Network Convenience Clinics and Online Care**. Services received at in-network convenience clinics and online care are subject to a ten dollar ($10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e).)

3. During the 2012 plan year, the Employer shall offer a high deductible health plan as a voluntary alternative to the Minnesota Advantage Health Plan.

4. **Benefit Level Two Health Care Network Determination**. Issues regarding the health care networks for the 2017 insurance year shall be negotiated in accordance with the following procedures:

a. At least twelve (12) weeks prior to the open enrollment period for the 2017 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2016 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

c. The decision of the neutral shall be issued within two (2) working days after the hearing.

5. **Coordination with Workers' Compensation**. When a medical specialist has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the medical specialist's health plan, pursuant to M.S. 176.191, Subdivision 3.

6. **Health Promotion and Health Education**. Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist medical specialists and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:

   a. **Develop programs**.

      1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state medical specialists.

      2) The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Chapter.

   b. **Health plan specification**. The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State medical specialists and their dependents.

   c. **Medical specialist participation**. The Employer will assist medical specialists' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the medical specialist's absence and the availability of funds. Medical specialists are eligible for release time, tuition reimbursement, or a pro rata combination of both. Medical specialists may be reimbursed for up to one hundred percent (100%) of tuition or registration costs upon successful completion of the program. Medical specialists may be granted release time, including the travel time, in lieu of reimbursement.

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

7. **Post Retirement Health Care Benefit**. Medical specialists who separate on or after January 1, 2008, from State service and who, at the time of separation are insurance eligible and entitled to immediately receive an annuity under a State retirement program, shall be entitled to a contribution of two hundred fifty dollars ($250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan. Medical specialists who have a HCSP waiver on file shall receive a two hundred fifty dollars ($250) cash payment. If the medical specialist separates due to death, the two hundred fifty dollars ($250) is paid in cash, not to the HCSP. A medical specialist who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar ($250) contribution to the MSRS Health Care Savings Plan. Medical specialists are eligible for this benefit only once.

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

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

2. **Coverage Under the State Dental Plan**. The State Dental Plan will provide the following coverage:

a. **Copayments**. Effective January 1, 2016, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

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

b. **Deductible**. An annual deductible of fifty dollars ($50) per person and one hundred fifty dollars ($150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars ($125) per person applies to State Dental Plan basic and special services received from out of network providers. The deductible must be satisfied before coverage begins.

c. **Annual Maximums**. State Dental Plan coverage is subject to a one thousand five hundred dollar ($1,500) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

d. **Orthodontia Lifetime Maximum**. Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar ($2,400) lifetime maximum benefit.

C. **Income Protection Plan**.

1. **Basic Medical Specialist Life, Accidental Death and Dismemberment (AD&D) Coverage, and Disability Insurance**. The Employer agrees to provide and pay for the following coverage in either Plan A or Plan B for all medical specialists eligible for a full or partial Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars ($50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A medical specialist may decline coverage in excess of fifty thousand dollars ($50,000) by filing a waiver in accord with Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

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

   Plan A: Employer paid life and AD&D coverage equal to one and one-half (1 ½) times annual salary and disability insurance with a one hundred and fifty (150) calendar day elimination period.

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

   The disability benefit, after the elimination period, is sixty percent (60%) of a medical specialist's salary to a maximum of seven thousand dollars ($7,000)/month.

   Plan B: Employer paid life and AD&D coverage equal to two (2) times annual salary.

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

   The disability benefit, after the elimination period, is sixty percent (60%) of a medical specialist's salary to a maximum of seven thousand dollars ($7,000)/month.

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

2. **Extended Benefits**. A medical specialist who becomes totally disabled before age seventy (70) shall be eligible for the extended benefit provisions of the life insurance policy until age seventy (70). Medical specialists who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Coverages.

A. **Life Coverage**.

1. **Medical Specialist**. A medical specialist may purchase up to five hundred thousand dollars ($500,000) of additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new medical specialist may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Chapter, Section 5C without evidence of insurability. A medical specialist who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Chapter.

2. **Spouse**. A medical specialist may purchase up to five hundred thousand dollars ($500,000) of life insurance coverage for his/her spouse, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new medical specialist may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Chapter, Section 5C without evidence of insurability. A medical specialist who becomes eligible for insurance may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Chapter.

3. **Children/Grandchildren**. A medical specialist may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2A2 and 2A3 of this Chapter). For a new medical specialist, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Chapter, Section 5C. A medical specialist who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Chapter. Child/grandchild coverage commences fourteen (14) calendar days after birth.

4. **Accelerated Life**. The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

5. **Waiver of Premium.** In the event a medical specialist becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the medical specialist had at the time of disability.

6. **Paid Up Life Policy**. At age sixty-five (65) or the date of retirement, a medical specialist who has carried optional life insurance for the five (5) consecutive years immediately preceding the date of the medical specialist's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen percent (15%) of the smallest amount of optional medical specialist life insurance in force during that five (5) year period. The medical specialist's post-retirement death benefit shall be effective

as of the date of the medical specialist's retirement or the medical specialist reaching age sixty-five (65), whichever is later. Medical specialists who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional medical specialist life insurance to age sixty-five (65) in order to remain eligible for the medical specialist post-retirement death benefit.

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

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

B. **Disability Coverage**.

1. **Short-term Disability Coverage**. An employee who carries short-term disability and is promoted to a medical specialist position may continue the coverage in force at that time. The medical specialist may decrease or cancel the coverage, but may not increase the coverage.

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

C. **Accidental Death and Dismemberment Coverage**. A medical specialist may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars ($5,000) to one hundred thousand dollars ($100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A medical specialist may also purchase from five thousand dollars ($5,000) to twenty five thousand dollars ($25,000) in coverage for his/her spouse, but not in excess of the amount carried by the medical specialist.

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

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

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

Salary Ranges. The salary ranges provided in Appendices E-1 and E-2 shall apply to medical specialists. These ranges may be increased or reduced by the Commissioner of Minnesota Management & Budget once during the life of this plan if salary survey data support such a change. If the salary ranges are adjusted upward, the Appointing Authority may grant an increase not to exceed ten percent (10%) or the difference between the maximum of the previous salary range and the new salary range, whichever is less, or an amount to place the medical specialist's salary at the new salary range minimum rate.

Medical specialists are assigned to one of the classes based on criteria developed by each Appointing Authority. (See Chapter 21 for the criteria of the Department of Human Services.)

NOTE: Medical Specialist Forensic Psychologist classifications which apply to DHS are not eligible for the DHS Wage Differentials – Psychiatric Specialty/Differential Pay.

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

Hiring Incentive. At the written request of the Appointing Authority and with the approval of the Commissioner of Minnesota Management & Budget, an agency may offer a hiring incentive of up to seven thousand five hundred dollars ($7,500) to encourage a candidate to accept an appointment in a difficult to fill position where an incentive is necessary to attract a qualified individual. Current medical specialists are not eligible to receive a hiring incentive. The Appointing Authority shall determine the amount of the incentive, not to exceed seven thousand five hundred dollars ($7,500), and the timing of incentive payments and communicate them to the candidate in writing prior to the appointment. However, no incentive payment may be granted before six (6) months or later than twenty-four (24) months of continuous satisfactory employment in the hiring agency.

DHS Student Loan Reimbursement Incentive. With the approval of the Commissioner of Minnesota Management & Budget, DHS may offer a student loan reimbursement incentive plan to encourage medical specialists to accept an appointment in a difficult to fill position where an incentive is necessary to attract a qualified individual or continue employment in a difficult to fill position where an incentive is necessary to retain a qualified individual. Any changes to the terms and conditions of an approved incentive plan must be reviewed and approved by the Commissioner of Minnesota Management & Budget and shall be submitted to the Subcommittee on Employee Relations for notification before changes can be implemented.

General Salary Increases. Effective July 1, 2015, medical specialists covered by this Plan shall receive a salary increase of two and one-half percent (2.5%), rounded to the nearest cent per hour, if the Appointing Authority certifies that the medical specialist has achieved performance standards or objectives. This salary increase shall not result in a salary above the new maximum of the salary range for the classification.

Effective July 1, 2016, medical specialists covered by this Plan shall receive a salary increase of two and one-half percent (2.5%), rounded to the nearest cent per hour, if the Appointing Authority certifies that the medical specialist has achieved performance standards or objectives. This salary increase also applies to medical specialists whose rates of pay exceed the new maximum of their salary range.

Performance-Based Salary Increases. Effective December 30, 2015, December 28, 2016, and the pay period in which January 1 occurs each January thereafter, a medical specialist who is in a position covered by this Plan on the previous day is eligible for one performance-based salary increase each year of up to three and one-half percent (3.5%), rounded to the nearest cent per hour, if the medical specialist's current salary is not at or over the maximum rate of the new salary range and the Appointing Authority certifies that the medical specialist has achieved performance standards or objectives. The salary increase may be in the form of an adjustment to the medical specialist's base salary rate, a lump sum or a combination of both but shall not result in a base salary rate above the new maximum of the salary range for the classifications. Medical specialists whose salaries are at or over the new range maximum are not eligible for lump sum increases. Effective the pay period in which January 1 occurs in fiscal year 2018, the aggregate salary increases granted to medical specialists in an agency shall not exceed three and one-half percent (3.5%) of the aggregate salaries of eligible medical specialists in the agency.

For performance increases in this section, the Commissioner of Minnesota Management and Budget may eliminate or delay the implementation of performance-based salary increases, or reduce the limit on the aggregate distribution. In the absence of a determination by the Commissioner of Minnesota Management and Budget to eliminate or delay the implementation of performance-based salary increases, or reduce the limit on the aggregate distribution, the Appointing Authority may withhold part or all of or delay any salary increase because of performance, budget constraints or to realign internal salary relationships. If salary increases are delayed, they shall be effective no later than the beginning of the first full pay period in the following June. Under this provision, a medical specialist may be granted one performance-based salary increase during each fiscal year.

Wage Differentials - Department of Human Services

The differentials below do not apply to any Medical Specialist Forensic salary range.

Psychiatric Specialty Differential Pay. Psychiatrists who possess one of the following specialty certifications shall receive a differential of ten percent (10%) for all work performed in the specialty area. The differential shall apply only to work hours; vacation, sick, holiday or other non-work hours shall be excluded from the differential pay. The differential shall not apply to any hours the psychiatrist is required to be in on-call status.

Adolescent and Child Psychiatry
Geriatric psychiatry
Neurology (in addition to certification as a psychiatrist)
Forensic Psychiatry
Addiction Psychiatry
Consultative Liaison (Psycho-somatic) Psychiatry

Administrative Differential Pay. Psychiatrists who are assigned to perform administrative duties as a Clinical Director or Associate Medical Director shall receive a differential of ten percent (10%) for all work hours when assigned administrative duties. A psychiatrist eligible for both the specialty and administrative differential pay shall receive a maximum of a ten percent (10%) differential only while performing the assigned duties. The differential shall apply only to work hours; vacation, sick, holiday or other non-work hours shall be excluded from the differential pay. The differential shall not apply to any hours the psychiatrist is required to be in on-call status. This differential does not apply to any Medical Specialist Forensic salary range.

System Medical Director Differential Pay. Psychiatrists who are assigned the duties as System Medical Director shall receive a differential of twenty percent (20%) for all work hours when assigned these administrative duties. A psychiatrist performing these duties shall be eligible for a maximum of a twenty percent (20%) differential only; no additional pay differentials shall be permitted. The differential shall apply only to work hours; vacation, sick, holiday or other non-work hours shall be excluded from the differential pay. The differential shall not apply to any hours the psychiatrist is required to be in on-call status. This differential does not apply to any Medical Specialist Forensic salary range.

Achievement Awards and Other Incentive Plans. Each Appointing Authority may adopt a formal plan for the administration of lump sum payment programs for medical specialists covered by this Addendum. The plan may include, but is not limited to:

- achievement award programs;
- gain-sharing plans;
- productivity incentive plans;
- recognition awards; and
- project bonuses.

Expenditures for such programs are at the discretion of the Appointing Authority and subject to the availability of funds. All expenditures shall be in the form of lump sum payments of no more than two thousand dollars ($2,000) per individual per fiscal year and shall not be incurred as a continuing obligation. Medical specialists may receive both an individual and a team achievement award in one (1) fiscal year. The total expenditure for these programs in each fiscal year is limited to no more than five hundred dollars ($500) times the number of eligible medical specialists actively employed or on leave and vacancies the Appointing Authority is actively trying to fill on July 1 of the fiscal year. In agencies with three (3) or fewer eligible medical specialists, the total expenditure is limited to no more than two thousand dollars ($2,000) in each fiscal year. Payments made under this section shall be effective no later than the last full payroll period in June.

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

Salary on Return from Leave of Absence. A medical specialist returning from an unpaid leave of absence shall return to the same rate of pay s/he had been receiving at the time the leave commenced, or at a higher rate with the approval of the Commissioner of Minnesota Management & Budget.

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

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

- separation, for reasons other than discharge, following ten (10) or more years of continuous State employment with immediate entitlement at the time of separation to an annuity under a State retirement program;
- death;

- layoff other than emergency or seasonal;
- separation other than discharge following twenty (20) or more years of continuous State employment;
- separation other than discharge following ten (10) or more years of continuous State employment in medical specialist positions; or
- separation other than discharge following five (5) or more years of continuous State employment as a medical specialist in the unclassified service.

Severance pay shall be a sum equal to the medical specialist's regular rate of pay at the time of separation multiplied by thirty-five percent (35%) of the medical specialist's accumulated but unused sick leave hours.

A medical specialist who is eligible for severance pay and who separates from State service with ten (10) or more years of continuous State service shall have thirty-five percent (35%) of unused sick hours placed in an individual Minnesota State Retirement System Health Care Savings Plan account.

A medical specialist who is laid off or dies shall receive severance and vacation payout in cash.

A medical specialist who is eligible for severance pay but does not meet the ten (10) or more years of continuous State service requirement, or whose combined severance and vacation payout is less than five hundred dollars ($500), may choose to:

- be paid in a lump sum at the time of eligible separation;
- arrange for a one-time deferred compensation or tax-sheltered annuity deduction, provided the medical specialist satisfies all requirements of the administrator or the deferred compensation plan or tax-sheltered annuity; or
- a combination of both.

For budget reasons, an Appointing Authority may elect to distribute the vacation and severance payment, whether paid to the medical specialist or to an individual Minnesota State Retirement System Health Care Savings Plan account, over a period of up to two (2) years from the date of separation. If the medical specialist dies before all of the severance and vacation pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the medical specialist's estate.

Should any medical specialist who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be based on only the hours accrued since reappointment.

Medical specialists who have been laid off and received severance pay and are reappointed to State service are eligible for additional severance only if they meet the continuous State service requirements.

Medical specialists who have received severance pay as a result of continuous State service and are reappointed to State service are eligible for additional severance upon separation.

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

Medical/Dental Expense Account. The Employer agrees to allow insurance eligible medical specialists to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles, and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable federal law.

Deferred Compensation. Each fiscal year, the Employer may provide a State-paid contribution to the State deferred compensation program as permitted by M.S. §356.24, subd. 1, paragraph 4 for each medical specialist. The State-paid contribution shall be in an amount matching the medical specialist's contributions on a dollar for dollar basis, not to exceed three hundred dollars ($300) per medical specialist.

Once in each fiscal year, a medical specialist with at least six (6) months of continuous service in this Plan or any combination of service in the Managerial Plan, Commissioner's Plan or qualifying service in the Middle Management Association equaling at least six (6) months combined continuous service must choose to either convert a portion of his/her accumulated vacation hours up to a maximum of fifty (50) hours to a contribution to a deferred compensation plan for which the State provides payroll deduction or choose to receive the State-paid matching deferred compensation contribution. No minimum service is required if the State-paid matching contribution is selected.

Medical specialists must choose one of these options by June 5th of each fiscal year.

Appointing Authorities may deny requests for the State-paid matching deferred compensation contribution or limit the amount of vacation hours converted to deferred compensation as provided in Chapter 4 for the entire agency due to budget restrictions.

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

Health Care Savings Plan. All medical specialists shall contribute one percent (1%) of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period. The contribution shall occur regardless of whether or not their position is retirement eligible.

Mobile Device Allowance. Employees may use a personally-owned device for state business with authorization given through their agency. Approval for personally-owned mobile device usage is the responsibility of the agency and the user's direct manager/supervisor. All such requests shall comply with the State of Minnesota's Mobile Device Usage Policy and Agreement Policy. Allowance amounts for the mobile device are limited to:

- Voice only - $7.00 per pay period
- Data only - $9.00 per pay period
- Voice/Data - $16.00 per pay period

15 Expense Reimbursement

General. The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for medical specialists in accord with the provisions of this Chapter, Chapter 8, and Administrative Procedure 4.4 for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses. Administrative Procedure 4.4 Section E provides an exception which allows an agency to submit a request for approval after special expenses have occurred.

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

Situation	Rate Per Mile
• Use of personal automobile when a State-owned vehicle is not available.	Federal IRS mileage reimbursement rate
• Use of personal automobile when a State-owned vehicle is available and declined by the medical specialist.	Federal IRS mileage reimbursement rate less $0.07
• Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	Federal IRS mileage reimbursement rate plus $0.09
• Use of personal aircraft provided that the medical specialist can demonstrate adequate liability coverage under the requirements of M.S. §360.59, subdivision 10, and the Appointing Authority has granted approval for the use of the aircraft.	Federal IRS mileage reimbursement rate

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

Medical specialists shall not receive mileage reimbursement for commuting between a permanent work location and their home.

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

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

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

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

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

A. Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class unless authorized by the Appointing Authority and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes be in an amount equal to the cost of the air fare only to those destinations visited for State purposes.

B. Meals including tax and a reasonable gratuity. Medical specialists shall be reimbursed for meals under the following conditions:

   1. **Breakfast**. Breakfast reimbursements may be claimed if the medical specialist leaves his/her temporary or permanent work location before 6:00 a.m. or is away from home overnight.

   2. **Lunch**. Lunch reimbursements may be claimed if the medical specialist is in travel status more than thirty-five (35) miles away from his/her temporary or permanent work location or is away from home overnight.

   3. **Dinner**. Dinner reimbursements may be claimed only if the medical specialist is away from his/her temporary or permanent work location after 7:00 p.m. or is away from home overnight.

   4. **Reimbursement Amount.** Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity shall be:

Breakfast	$9.00
Lunch	$11.00
Dinner	$16.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	$11.00
Lunch	$13.00
Dinner	$20.00

The metropolitan areas are:

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

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

Medical specialists who are in travel status for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals including tax and a reasonable gratuity, up to the combined maximum amount for the reimbursable meals.

- Hotel and motel accommodations provided that medical specialists exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.

- All work-related long distance telephone calls provided that the medical specialist does not have a State telephone credit card or is unable to bill the call to the office telephone number.

- Actual personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home up to three dollars ($3.00).

- Reasonable costs of dry cleaning and laundry services, not to exceed sixteen dollars ($16.00) each week after the first week a medical specialist is in continued travel status.

- Reasonable costs and gratuities for baggage handling.

- Parking fees and toll charges.

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

16 Relocation Expenses

General Eligibility. A medical specialist may be reimbursed for relocation expenses only if the medical specialist obtains prior authorization from the Appointing Authority before incurring any reimbursable expenses and only if the medical specialist completes the change of residence within twelve (12) months of the date of appointment or reassignment. The Appointing Authority may approve time extensions in individual situations.

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

Required Reimbursement. An Appointing Authority shall reimburse a medical specialist for up to twelve thousand five hundred dollars ($12,500) in relocation expenses as provided in this Chapter if one of the following applies:

- the Appointing Authority requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment (not promotion) more than thirty-five (35) miles from the medical specialist's present work location; or

An Appointing Authority may authorize payment of more than twelve thousand five hundred dollars ($12,500) in individual situations as the result of a work-related move.

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

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

- Realtor's fees on the domicile being sold by the medical specialist or fees required to break a lease on the medical specialist's rented domicile.

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

- Documented miscellaneous expenses directly related to the move. Such expenses include, but are not limited to, the cost of disconnecting and reconnecting appliances and/or utilities (including the modification of existing gas or electrical service to accommodate the medical specialist's existing appliances); fees related to the purchase or sale of a residence (including, but not limited to, attorney's fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees, and government recording and transfer fees); fees for inspections or other services required by state law or local ordinance; the cost of insurance for property damage during the move; the cost of moving up to two (2) automobiles; or other direct costs associated with the rental or purchase of a new residence.

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

- The cost of moving a mobile home if the mobile home is the medical specialist's primary residence.

- Temporary living expenses for the medical specialist under the provisions of Chapter 15, Expense Reimbursement, using one of the following options, which shall be chosen by the Appointing Authority after consultation with the medical specialist:

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

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

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

  Medical specialists may receive reimbursement for expenses under more than one of these options during one relocation with the prior approval of the Appointing Authority, as long as only one option applies to any one (1) week of relocation status. The Appointing Authority may extend the period of reimbursement up to an additional ninety (90) days.

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

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

- Travel expenses for the medical specialist's spouse to travel twice between the old and new work locations prior to the time of the move, including meals, mileage and lodging, not to exceed a total of seven (7) calendar days.

- Travel expenses for the medical specialist's family from the old work location to the new work location at the time of the move, consistent with the provisions of Chapter 15 on Expense Reimbursement.

- At the option of the Appointing Authority, up to seven hundred fifty dollars ($750.00) for employment assistance provided to the medical specialist's spouse by an outside job placement agency or resume preparation service if the spouse was employed in the origin city at the time of the relocation. Services include skills assessment, resume preparation, coaching in interview techniques, and job placement assistance.

17 Medical Specialist Safety

Safety Promotion. The Employer is accountable for ensuring that all departments and agencies in the executive branch establish and maintain effective health and safety programs for State workers. It ensures that these programs meet minimum Employer standards and maintain compliance with federal, state, and local regulations. In coordinating a consistent approach to occupational health, safety, and the management of workers' compensation throughout State service, the Employer provides guidance to State agencies by setting achievable statewide goals and policies, assists in the development and delivery of departmental programs, administers workers' compensation claims, identifies health and safety resources, and designs effective training programs.

The Employer will strive to meet this responsibility and will continue to improve our Health and Safety Program wherever possible to reduce and eliminate hazards at every opportunity.

It shall be the policy of the Appointing Authority to provide for the health and safety of its medical specialists by providing safe working conditions, safe work areas, and safe work methods. Medical specialists shall have the responsibility to use all provided safety equipment and procedures in their daily work and failure to use this equipment and procedures may result in disciplinary action. Medical specialists shall cooperate in all safety and accident prevention programs.

The medical specialist's personal health and safety depend primarily on the medical specialist. Safety is acquired through constant attention to good work practices and the application of good, common sense. Medical specialists shall immediately notify their supervisor of all incidents of workplace violence, unsafe equipment or hazardous job conditions.

Protective Equipment. The Appointing Authority shall provide and maintain protective equipment or clothing, whenever such equipment is required as a condition of employment by State or Federal regulation.

Medical Examinations. If required by the Appointing Authority as part of general health and safety programs or to comply with State and Federal health and safety requirements, medical examinations shall be provided at no cost to the medical specialist. The Appointing Authority shall receive a copy of the medical report.

Work-Related Injuries. A medical specialist who is injured or who is involved in an accident during the course of his/her employment shall report the accident to his/her immediate supervisor as soon as possible after the injury or accident occurs.

18 Workers' Compensation; Injured on Duty Pay

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

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

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

- The medical specialist retains the workers' compensation benefit check and receives payments from sick leave, vacation leave and/or compensatory leave in an amount which will total his/her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the medical specialist (M.S. §176.021, subdivision 5). The medical specialist shall notify the Appointing Authority in writing of whether and how he/she wishes to supplement his/her workers' compensation check through use of sick leave, vacation leave and/or compensatory time. Sick leave must be exhausted before vacation leave or compensatory time is used.

  If a medical specialist uses leave while awaiting a determination on a workers' compensation claim, and the claim is subsequently approved, the Appointing Authority shall collect the payroll overpayment through prior pay period adjustments and restore to the medical specialist's balance the number of hours equal to the workers' compensation check divided by the medical specialist's hourly rate.

- Alternatively, the medical specialist retains the workers' compensation benefit check and takes an unpaid medical leave as provided in Chapter 6 during the time s/he is unable to work.

- A medical specialist shall return from medical leave as provided in Chapter 6 as long as the medical specialist's medical release (with or without restrictions) enables the medical specialist to perform the essential functions of the position as determined by the Appointing Authority.

Vacation and Sick Leave Accrual. An eligible medical specialist receiving workers' compensation benefits supplemented by vacation leave, sick leave and/or compensatory time shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, vacation leave and compensatory time. A medical specialist on unpaid medical leave does not accrue vacation or sick leave.

Insurance. For medical specialists who are off the State payroll due to a work-related injury or work-related disability, benefits provided under Chapter 13 of this Addendum shall continue as long as the medical specialist is receiving workers' compensation payments or is on an approved medical leave.

19 Americans with Disabilities Act

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

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

20 Early Retirement Incentive

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

Early retirement incentives may be offered for a period of time specified in the commissioner's response to the agency request. The retirement incentive shall consist of one of the following:

1) Employer contribution to health and dental benefits to which the medical specialists were entitled at the time of retirement, subject to any changes in benefits or coverages for medical specialists in positions equivalent to those from which they retired. Eligibility for the Employer contribution to the insurance premiums must cease at the end of the month in which the medical specialist turns sixty-five (65), chooses not to receive an annuity, or is eligible for employer-paid health or dental insurance from a new employer, whichever occurs first. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State portion of the insurance premium.

2) One (1) or more lump sum payments to an individual Minnesota State Retirement System Health Care Savings Plan. The total amount paid to such an account for any individual shall not exceed the value of the monthly Employer contribution for health and dental benefits which the medical specialist was receiving at the time of retirement times the number of months until the medical specialist turns sixty-five (65), chooses not to receive an annuity, or is eligible for Employer-paid health or dental insurance from a new Employer, whichever will occur first.

An incentive plan may specify additional conditions and/or lower limits on the amount of the early retirement incentive.

Modification of Early Retirement Incentive Plans. The Commissioner of Minnesota Management & Budget is authorized to modify any provision of this chapter determined by the Office of the Attorney General to be in violation of State or Federal law.

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

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

Basic Criteria for Appointment. The Department of Human Services employs four (4) levels of medical specialists in Psychiatry (non-forensics psychiatry program) and/or other non-psychiatric specialty. Appointment to one (1) of the first three (3) levels is based upon licensure plus the basic qualifications described below. Appointment to the fourth (4th) level is based upon licensure plus assignment to serve as the facility or Department of Human Services medical director.

The Department of Human Services employs five (5) levels of medical specialists in Forensics Psychiatry Programs and/or Director of Fellowship Program. Appointment to one (1) of the first three (3) levels of fellowship program director is based upon licensure plus the basic qualifications described below. Appointment to the Medical Director Forensic Program level is based upon licensure plus assignment to serve as the Department of Human Services forensics medical director.

Medical Specialist 1	M.D. plus internship
Medical Specialist 2	Board-eligible in field of specialty or sub-specialty for which hired or assigned
Medical Specialist 3	Board-certified in specialty or sub-specialty for which hired or assigned
Medical Specialist 4	Medical Director assignment for which hired or assigned
Medical Specialist – Forensic Psychiatrist 1	Board eligible or board certified psychiatrist
Medical Specialist – Forensic Psychiatrist 2	Board certified psychiatrist who has completed a fellowship in Forensic Psychiatry but not certified in forensic psychiatry
Medical Specialist – Forensic Psychiatrist 3	Board certified psychiatrist with additional board certification in forensic psychiatry
Medical Specialist – Forensic Psychiatrist 4 (Fellowship program Director)	Board certified psychiatrist PLUS board certified in area of specialty within the fellowship program assigned PLUS experience as a professor/lecturer/academic at an accredited medical school which includes experience developing curricula, designing and delivering classes and/or seminars and providing on-going mentorship and guidance to students PLUS have peer reviewed academic publications
Medical Specialist – Forensic Psychiatrist 5 (Medical Director of Forensic Program)	Board certified Psychiatrist plus assignment to serve as the Forensics Medical Director

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

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

Medical Staff Membership. Medical specialists are admitted to active membership in a medical staff by the facility's Governing Board, Appointing Authority or Medical Director (as designated in the appropriate bylaws) upon the recommendation of the Medical Executive Committee or designee. Active membership is reviewed at least every two (2) years. Membership may be revoked only upon revocation of privileges, non-certification or discharge from employment as a medical specialist.

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

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

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

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

22 Department of Human Services: Resolution of Disputes - Medical Practices

Application. This Chapter applies only to medical specialists employed by the Department of Human Services. It covers resolution of disputes concerning Chapter 22 of this Addendum and corrective actions and discharge for deficiencies, misconduct and violations related to medical practice. This includes, but is not limited to, actions which are detrimental to patient safety or quality patient care, medically unethical conduct, professional incompetence or use of medical treatments below applicable professional standards, and inappropriate treatment of vulnerable adults. If a medical specialist/former medical specialist pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference law), the medical specialist/former medical specialist is precluded from making an appeal under this dispute resolution process.

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

Corrective Actions.

(1) Oral reprimands are not appealable.

(2) Written reprimands may be appealed through Step 2 of the Dispute Resolution Procedure below.

(3) Suspension or demotion of unclassified medical specialists without permanent status in State service and medical specialists on initial probation, paid suspension of medical specialists with permanent status, and decision-making leave for all medical specialists may be appealed through Step 3a of the Dispute Resolution Procedure below.

(4) Unpaid suspension or demotion (other than one resulting from non-certification) of medical specialists with permanent status in State service, including those on a subsequent probationary period or on an unclassified service leave of absence, may be appealed under the provisions of M.S. §43A.33, subdivision 3 (described in Step 3b of the Dispute Resolution Procedure below). Medical specialists are encouraged to use the Dispute Resolution Procedure through Step 3a below while appealing under the provisions of M.S. §43A.33, subdivision 3.

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

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

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

Step 1: Within fourteen (14) calendar days after the medical specialist should have had knowledge of the event leading to the dispute, the medical specialist shall present to the facility medical director a written description of the dispute, the facts upon which it is based, and the remedy requested. Within seven (7) days, the medical director shall give a written answer to the medical specialist. If the dispute has not been resolved satisfactorily, the medical specialist may appeal in writing, within ten (10) calendar days after the date of the medical director's response, to the Medical Executive Committee or its designee. The designee may include another committee comprised of members of the medical staff.

Step 2: The Medical Executive Committee or designee shall meet with the medical specialist within seven (7) calendar days following an appeal from Step 1. The Medical Executive Committee or designee shall make a written recommendation to the Appointing Authority within fourteen (14) calendar days following receipt of the appeal. Such recommendation shall be followed absent unusual circumstances, in which case, the Appointing Authority shall act as s/he deems best with an explanation to the Medical Executive Committee or designee. The Appointing Authority must give the medical specialist a written decision within seven (7) calendar days of receipt of the recommendation of the Medical Executive Committee or designee.

Step 3a: The medical specialist may appeal the decision of the Appointing Authority in writing to the DHS Medical Director within seven (7) calendar days after the Appointing Authority has given an answer. The DHS Medical Director shall consider the information presented by the medical specialist and the Appointing Authority and shall make a decision within fourteen (14) calendar days following receipt of the appeal or the conclusion of a hearing, if held. The DHS Medical Director may decide to hold a hearing to discuss the dispute. The DHS Medical Director's decision shall be final.

Step 3b: A medical specialist with permanent status may appeal an unpaid suspension, demotion (other than one resulting from non-certification) or discharge at any step of the Dispute Resolution Procedure to the Bureau of Mediation Services as provided under M.S. §43A.33, subdivision 3 (see Appendix E).

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

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

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

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

"Administrative Procedures" means the Administrative Procedures of Minnesota Management & Budget developed in accord with M.S. 43A.04, subdivision 4.

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

"Applicant Pool" means a group of applicants who have been determined to meet the minimum qualifications for a vacant position.

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

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

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

"**Class" or "Classification**" means one (1) or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.

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

"Commissioner" means the Commissioner of Minnesota Management & Budget unless otherwise specified.

"Demotion" means the downward movement of a medical specialist to a different class which has a maximum salary that is two (2) or more salary steps below the maximum of the current class.

"Delegated Authority" means the responsibility and accountability given to an agency by Minnesota Management & Budget to perform certain classification, compensation, selection or appointment functions. This authority varies from agency to agency.

"Department" means Minnesota Management & Budget unless otherwise specified.

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

"Employer" means, for employees in the Executive Branch and the three (3) retirement systems, Minnesota Management & Budget.

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

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

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

"Full-time Employee" means an employee who is normally scheduled to work an average of eighty (80) hours per pay period.

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

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

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

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

"Medical Specialist" means an exceptionally qualified doctor of medicine whose compensation is established in accord with M.S. 43A.17, subdivision 4 and Chapter 14 of this Addendum to the Commissioner's Plan.

"MMB" means Minnesota Management & Budget.

"Mobility Assignment" means a voluntary, limited assignment of a classified medical specialist to alternative duties within another state agency, governmental jurisdiction, or private employer, under Administrative Procedure 1.1. See Chapter 8.

"M.S." means the Minnesota Statutes.

"OSHA (Occupational Safety and Health Act)" is a federal law which governs safety and health issues in the workplace.

"Pay Period" means the two (2) week period of time beginning on a specified Wednesday and ending on the second Tuesday following, which is used for calculating each employee's wages for that two (2) week period.

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

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

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

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

"Promotion" means the upward movement of a medical specialist to a different class which has a salary range maximum which is two (2) or more salary steps higher than the maximum of the current class or which requires an increase of two (2) or more steps to pay the medical specialist at the minimum of the new range.

"Provisional" means an appointment in accord with M.S. 43A.15, subdivision 4, when there is no fully qualified person suitable or available for appointment. Provisional appointments may not last longer than a maximum of twelve (12) months except for persons provisionally appointed to medical specialist positions or other positions requiring licensure or certification.

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

"Reassignment" means the management-directed movement of an employee between two (2) positions in the same class and agency.

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

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

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

"Reinstatement" means the appointment of a current or former permanent or probationary employee to a class within four (4) years of the employee's separation from the class.

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

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

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

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

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

"U.S.C." means the United States Code.

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

B Vacation Leave Proration Schedule

Length of Service Requirement

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

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

C Sick Leave Proration Schedule

Number of hours worked/paid during pay period**	Number of Hours Accrued
Less than 9.5	0
At least 9.5, but less than 19.5	.75
At least 19.5, but less than 29.5	1
At least 29.5, but less than 39.5	1.50
At least 39.5, but less than 49.5	2
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3
At least 69.5, but less than 79.5	3.50
At least 79.5	4

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

D Holiday Proration Schedule

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

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

APPENDIX E-1
Grid NMSA
Medical Specialists
Effective 7/1/2015 – 6/30/2016

Range		Minimum	Midpoint	Maximum	Range
01	YR	109,014	136,284	163,553	01
	MO	9,085	11,357	13,629	
	HR	52.21	65.27	78.33	
02	YR	119,642	165,203	210,742	02
	MO	9,970	13,767	17,562	
	HR	57.30	79.12	100.93	
03	YR	152,215	190,300	228,385	03
	MO	12,685	15,858	19,032	
	HR	72.90	91.14	109.38	
04	YR	162,530	202,912	243,273	04
	MO	13,544	16,909	20,273	
	HR	77.84	97.18	116.51	

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

Job Code	Job Title	Grid #	Comp Code	Minimum	Maximum
003530	Medical Specialist 1	NMSA	01B	52.21	78.33
003531	Medical Specialist 2	NMSA	02B	57.30	100.93
003532	Medical Specialist 3	NMSA	03B	72.90	109.38
003533	Medical Specialist 4	NMSA	04B	77.84	116.51

APPENDIX E-1
Grid NMS2
Medical Specialists – Forensic Psychiatry
Effective 7/1/2015 – 6/30/2016

Range		Minimum	Midpoint	Maximum	Range
01	YR	82,017	95,526	109,014	01
	MO	6,835	7,961	9,085	
	HR	39.28	45.75	52.21	
02	YR	147,517	199,362	251,207	02
	MO	12,293	16,614	20,934	
	HR	70.65	95.48	120.31	
03	YR	175,079	218,864	262,629	03
	MO	14,590	18,239	21,886	
	HR	83.85	104.82	125.78	
04	YR	182,679	228,365	274,050	04
	MO	15,223	19,030	22,838	
	HR	87.49	109.37	131.25	
05	YR	190,300	237,886	285,471	05
	MO	15,858	19,824	23,789	
	HR	91.14	113.93	136.72	
06	YR	202,745	253,441	304,117	06
	MO	16,895	21,120	25,343	
	HR	97.10	121.38	145.65	

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

Job Code	Job Title	Grid #	Comp Code	Minimum	Maximum
003887	Medical Spec-Forensic Psych 1	NMS2	02B	70.65	120.31
003888	Medical Spec-Forensic Psych 2	NMS2	03B	83.85	125.78
003889	Medical Spec-Forensic Psych 3	NMS2	04B	87.49	131.25
003890	Medical Spec-Forensic Psych 4	NMS2	05B	91.14	136.72
003891	Medical Spec-Forensic Psych 5	NMS2	06B	97.10	145.65

APPENDIX E-2
Grid NMSA
Medical Specialists
Effective 7/1/2016 - 6/30/2017

Range		Minimum	Midpoint	Maximum	Range
01	YR	111,750	139,708	167,646	01
	MO	9,312	11,642	13,970	
	HR	53.52	66.91	80.29	
02	YR	122,628	169,316	216,004	02
	MO	10,219	14,110	18,000	
	HR	58.73	81.09	103.45	
03	YR	156,015	195,061	234,086	03
	MO	13,001	16,255	19,507	
	HR	74.72	93.42	112.11	
04	YR	166,602	207,986	249,349	04
	MO	13,883	17,332	20,779	
	HR	79.79	99.61	119.42	

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

Job Code	Job Title	Grid #	Comp Code	Minimum	Maximum
003530	Medical Specialist 1	NMSA	01B	53.52	80.29
003531	Medical Specialist 2	NMSA	02B	58.73	103.45
003532	Medical Specialist 3	NMSA	03B	74.72	112.11
003533	Medical Specialist 4	NMSA	04B	79.79	119.42

APPENDIX E-2
Grid NMS2
Medical Specialists – Forensic Psychiatry
Effective 7/1/2016 – 6/30/2017

Range		Minimum	Midpoint	Maximum	Range
01	YR	84,063	97,906	111,750	01
	MO	7,005	8,159	9,312	
	HR	40.26	46.89	53.52	
02	YR	151,213	204,353	257,492	02
	MO	12,601	17,029	21,458	
	HR	72.42	97.87	123.32	
03	YR	179,464	224,335	269,185	03
	MO	14,955	18,695	22,432	
	HR	85.95	107.44	128.92	
04	YR	187,252	234,086	280,899	04
	MO	15,604	19,507	23,408	
	HR	89.68	112.11	134.53	
05	YR	195,061	243,837	292,612	05
	MO	16,255	20,320	24,384	
	MO	93.42	116.78	140.14	
06	YR	207,819	259,768	311,718	06
	MO	17,318	21,647	25,976	
	HR	99.53	124.41	149.29	

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

Job Code	Job Title	Grid #	Comp Code	Minimum	Maximum
003887	Medical Spec-Forensic Psych 1	NMS2	02B	72.42	123.32
003888	Medical Spec-Forensic Psych 2	NMS2	03B	85.95	128.92
003889	Medical Spec-Forensic Psych 3	NMS2	04B	89.68	134.53
003890	Medical Spec-Forensic Psych 4	NMS2	05B	93.42	140.14
003891	Medical Spec-Forensic Psych 5	NMS2	06B	99.53	149.29

M.S. §43A.33 GRIEVANCES.

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

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

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

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

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

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

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

(a) For discharge, suspension without pay or demotion, no later than the effective date of such action, a permanent classified employee not covered by a collective bargaining agreement shall be given written notice by the appointing authority. The content of that notice as well as the employee's right to reply to the appointing authority shall be as prescribed in the grievance procedure contained in the applicable plan established pursuant to section 43A.18. The notice shall also include a statement that the employee may elect to appeal the action to the Bureau of Mediation Services within thirty (30) calendar days following the effective date of the disciplinary action. A copy of the notice and the employee's reply, if any, shall be filed by the appointing authority with the commissioner no later than ten (10) calendar days following the effective date of the disciplinary action. The commissioner shall have final authority to decide whether the appointing authority shall settle the dispute prior to the hearing provided under subdivision 4.

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

(c) Within ten (10) days of receipt of the employee's written notice of appeal, the commissioner of the Bureau of Mediation Services shall provide both parties with a list of potential arbitrators according to the rules of the Bureau of Mediation Services to hear the appeal. The process of selecting the arbitrator from the list shall be determined by the plan. The hearing shall be conducted pursuant to the rules of the Bureau of Mediation Services. If the arbitrator finds, based

on the hearing record, that the action appealed was not taken by the appointing authority for just cause, the employee shall be reinstated to the position, or an equal position in another division within the same agency, without loss of pay. If the arbitrator finds that there exists sufficient grounds for institution of the appointing authority's action but the hearing record establishes extenuating circumstances, the arbitrator may reinstate the employee, with full, partial, or no pay, or may modify the appointing authority's action. The appointing authority shall bear the costs of the arbitrator for hearings provided for in this section.

History: 1981 c 210 s 33; 1982 c 424 s 130; 1982 c 560 s 31-33; 1984 c 425 s 1; 1984 c 462 s 27; 1984 c 544 s 82,83; 1986 c 444; 1987 c 186 s 10; 2005 c 114 s 1

G High Cost Centers for Meal Reimbursement

Metropolitan Area	Cities and Counties Included in High Cost Center
Atlanta, GA	Clayton, De Kalb, Fulton, Cobb and Gwinett Counties
Baltimore, MD	Baltimore and Harford Counties
Boston, MA	Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts
Chicago, IL	Du Page, Cook and Lake Counties
Cleveland, OH	Cuyahoga County
Dallas/Fort Worth, TX	Dallas and Tarrant Counties
Denver, CO	Denver, Adams, Arapahoe and Jefferson Counties
Detroit, MI	Wayne, Macomb and Oakland Counties
Hartford, CT	Hartford and Middlesex Counties
Houston, TX	Harris County, LBJ Space Center and Ellington AFB
Kansas City, KS	Johnson and Wyandotte Counties in Kansas (see also Kansas City, MO)
Kansas City, MO	Clay, Jackson and Platte Counties in Missouri (see also Kansas City, KS)
Los Angeles, CA	Los Angeles, Kern, Orange and Ventura Counties; Edwards AFB; Naval Weapons Center and Ordinance Test Station
Miami, FL	Dade County
New Orleans, LA	Parishes of Jefferson, Orleans, Plaquemines and St. Bernard
New York City, NY	The Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and the Counties of Nassau, New York, Richmond, Suffolk and Westchester in New York State; Fairfield County in Connecticut; and the Counties of Bergan, Essex, Hudson, Middlesex, Passaic and Union in New Jersey
Philadelphia, PA	The Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia in Pennsylvania and the Counties of Burlington and Glochester in New Jersey
Portland, OR	Multnomah County
Saint Louis, MO	St. Charles and St. Louis Counties
San Diego, CA	San Diego County
San Francisco, CA	The Counties of San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa Barbara
Seattle, WA	King County
Washington, D.C.	Cities of Alexandria, Falls Church, Fairfax; the Counties of Arlington, Loudoun and Fairfax in Virginia; and the Counties of Montgomery and Prince Georges in Maryland

H Rights to Access and Contest Data

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

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

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

I Other Policies; Statewide Policy on FMLA

Following is a list of other statewide policies which may be of interest to medical specialists covered by this Plan. The asterisked item is available on the Department of Administration website at http://www.mn.gov/admin/. The remaining policies listed below are available on the Minnesota Management & Budget's website at http://www.mn.gov/mmb/employe-relations/laws-policies-and-rules/statewide_hr_policies.

*State of Minnesota Travel Policy (Department of Administration)
Sexual Harassment, Zero Tolerance -- updated 6/17/96
Alcohol and Other Drug Use by State Employees – revised 9/08/09
Appropriate Use of Electronic Communication and Technology -- dated 1/03/12
Reasonable Accommodation
Sick Leave -- revised 8/15/14

The following "Statewide Policy on FMLA" is subject to change by the Employer and is not appealable under this Plan.

J Expansion of Sick Leave Benefits Letter

DATE: August 15, 2014

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Marcy Cordes, Assistant Commissioner/State Negotiator
Labor Relations Division

RE: Further Expansion of Sick Leave Benefits

On August 1, 2013, the Minnesota legislature passed a law which expanded employees' entitlement to use accrued sick leave benefits, allowing them to use paid sick leave for reasonable periods of time as the employee's attendance may be necessary due to the illness or injury of the following family members:

- Adult children
- Spouse
- Brother or Sister
- Parent
- Stepparent
- Grandparent

The legislature has since passed further legislation effective August 1, 2014 which now allows employees to use sick leave as the employee's attendance may be necessary due to illness or injury of the following family members in addition to those named above:

- Grandchild
- Father-in-law
- Mother-in-law

In addition, the expanded law also allows employees to use sick leave for the purposes of obtaining assistance or providing assistance to a relative as named above because of sexual assault, domestic abuse or stalking.

As before, this expanded use of sick leave does not require that the persons being cared for live in the employee's household. The employer may limit the use of personal sick leave for the reasons listed above to a cap of 160 hours in any 12-month period.

You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable contract/Plan.

If you have any questions, please contact your Labor Relations representative.

400 Centennial Building ● 658 Cedar Street ● St. Paul, Minnesota 55155
Voice: (651) 201-8000 ● Fax: (651) 296-8685 ● TTY: MN Relay 711