AGREEMENT

between the

STATE OF MINNESOTA

and the

MINNESOTA GOVERNMENT

ENGINEERING COUNCIL

July 1, 2015 through June 30, 2017

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PREAMBLE

This Agreement, made and entered into this 26th day of August, 2016 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Government Engineering Council, hereinafter referred to as the Council, has as its purpose the promotion of harmonious relations between the Employer, the Council, and the employees covered by this Agreement; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption to efficient operations of the agencies, and for the establishment of a full and complete understanding relative to conditions of employment that are within the control of the Employer.

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

ARTICLE 1 - COUNCIL RECOGNITION

Section 1. Recognition. The Employer recognizes the Council as the exclusive representative for all engineering employees employed by the State of Minnesota for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year as certified by the Bureau of Mediation Services Case No. 80-PR-1298-A.

Section 2. Job Classification. Job classifications within the bargaining unit covered by this Agreement are as follows:

Engineer, Administrative (Professional)
Engineer 2, Graduate
Engineer, Senior
Engineering Specialist, Senior
Land Surveyor in Training
Land Surveyor, Principal
Radio Engineer 2
Trainee - Graduate Land Surveyor
Engineer 1, Graduate
Engineer, Principal
Engineering Specialist
Land Surveyor, Administrative
Land Surveyor, Senior
Radio Engineer 1
Trainee - Graduate Engineer

Copies of classification specifications for these classifications will be made available in the personnel office of each Agency to employees in the unit and to the Council.

Section 3. Disputes. If a new job classification in State service is created or if a current job classification is significantly modified in occupational content, and if either party maintains that such new or changed classification be placed in or removed from Unit 12, the parties shall meet in an attempt to determine whether or not the classification should be included in the unit. The matter shall then be referred to the Bureau of Mediation Services for a determination in accordance with Minn. Stat. 179A.10, Subd. 4.

Section 4. New Units. The provisions of this Agreement and recognition of the Council as exclusive bargaining representative shall also be extended to all employees in appropriate units for which the Council is certified during the life of this Agreement.

Section 5. Exclusive Recognition. The Employer will not meet and negotiate with any other council, association, labor or employee organization concerning the terms and conditions of employment for employees covered by this Agreement.

Nothing in this Agreement shall restrict any employee from discussing any personal problem or concern with the Agency or Employer.

ARTICLE 2 - COUNCIL DUES

Section 1. Payroll Deduction. The Employer agrees to cooperate with the Council in facilitating the deduction of the regular Council dues for those employees in the unit who are members of the Council and who authorize such deductions in writing; the deduction of fair share fee assessments; and the deduction of Council dues for employees who agree to voluntarily join the Council and who authorize such deductions in writing, so long as such employees are not in a bargaining unit represented by another exclusive representative.

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

Section 3. Hold Harmless. The Council agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article including fair share deductions and remittances.

Section 4. Dues Remission. The aggregate deductions of all employees shall be remitted, by the Commissioner of Minnesota Management & Budget, together with an itemized statement, to the Minnesota Government Engineering Council no later than ten (10) days following the end of each payroll period.

Section 5. Employee Lists. The Employer agrees to furnish the Council with a current list of all members of the unit including home addresses. Minnesota Management & Budget shall notify the Council within one payroll period of the starting date for a new employee and furnish the Council with the following information regarding such new employee: name, classification, home address and employee identification number. The Council shall also be notified of the promotion, transfer between Agencies, resignation or retirement of any of the members of the unit.

ARTICLE 3 - EMPLOYER RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of their various aspects, including but not limited to, the right to direct and assign employees; to evaluate job performance of employees, to plan, direct and control all the operations and services of the Employer; to schedule working hours appropriate for employees in this bargaining unit; to determine whether goods and services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and then enforced in accordance with the rules and regulations. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 4 - COUNCIL AND EMPLOYEE RIGHTS

Section 1. Council Activities. The Council has the right and responsibility to represent the interests of all employees in the unit; to present its views to the Agency on matters of concern, either orally or in writing; and to meet and confer with the Agency regarding policies and matters other than terms and conditions of employment. With advance notice to the Council Representative's immediate supervisor, the Employer agrees that during working hours and without loss of pay, Council Representatives shall be allowed reasonable time which does not unduly interfere with their normal duties to: consult with the Employer concerning the enforcement of any provision of this Agreement; to consult with the Employer and present its views on other matters of concern; to transmit communications authorized by the Council; and to post Council notices and announcements.

Section 2. Posting Space. The Agency shall provide the Council access to communicate with members of the bargaining unit via electronic communication and meeting space, as available. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement, nor shall it contain material of a partisan political or inflammatory nature.

Section 3. Non-interference. The Employer agrees not to interfere with the rights of employees to become members of the Council, and not to discriminate, restrain, make reprisals against, or coerce any Council member or Council officer because of his or her activity on behalf of the Council.

Section 4. Council Responsibility. The Council accepts its responsibility as the exclusive representative of members of the unit and agrees to represent all employees in the unit without discrimination.

Section 5. Training.

A. **Required Training**. For training that is required by the Agency, manager or supervisor, the Agency shall reimburse one hundred percent (100%) of all related necessary and legitimate expenses, including but not limited to tuition, books, travel expenses, travel time, and attendance time. When practical, the Agency will attempt to adjust the employee's hours if the approved training activity is scheduled during the employee's normal work hours.

B. **Professional Development**. If, in the judgment of the Agency, the taking of a college course, a professional workshop, seminar or an in-service training program will better prepare an employee to perform his/her current or projected responsibilities and funds are available for this purpose and staffing needs can be met, the employee shall, upon his/her request, be allowed twenty-four (24) hours per year of employee initiated training for professional development. At the discretion of the Agency, this may be accomplished through releasing the employee without loss of pay, or accrual of additional salary, to attend the training and/or by reimbursing the employee for up to one hundred percent (100%) of all related necessary and legitimate expenses, including but not limited to tuition, books, travel expenses, travel time, and attendance time. At the discretion of the Agency, more than twenty-four (24) hours per year may be granted. It is understood that employees must successfully complete the college course, workshop or seminar to be reimbursed. At the discretion of the Agency, employees may also be reimbursed for expenses pursuant to Article 19. The extent of this reimbursement shall be defined at the time of approval.

Section 6. Tuition Waiver. Full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, upon completion of three (3) years of continuous employment (without a break in service) in the MnSCU system, shall be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed sixteen (16) semester credits per academic year, which is considered to run from the start of the fall session through the end of the summer session. Employees of a state university may have tuition waived at any state university. Employees at a two-year college may have tuition waived at any two-year college. The spouse or dependent child(ren), as defined in Article 18, of an employee eligible for the tuition waiver benefit may share in the use of the benefit. The tuition-waiver benefit shall not apply to any courses that are part of an applied doctorate program.

Section 7. Performance Appraisals. An employee shall have at least one (1) Performance Review with his/her supervisor each year. This review shall include the completion of an appraisal form by the supervisor which shall be given to the employee. The employee shall have the right to review the form and attach written comments to the form. The form and any comments shall be put into the employee's personnel file. The substantive judgment of the employee's superior regarding his/her performance is not a grievable or arbitrable matter.

Section 8. Reorganization. The Employer's applicable agency agrees to meet and confer with the Council about ramifications of any proposed reorganization plan, if such a plan could result in a relocation of positions or employees within or outside thirty five (35) miles. Agencies may also meet and confer with the Council about partial reimbursement for lateral transfers during a reorganization.

Section 9. Position Descriptions. Upon request, an employee shall be provided with a copy of their position description that accurately describes the duties, responsibilities, goals, and performance indicators for the position at the time of the signature. Such position descriptions shall not be grievable.

Each Appointing Authority shall have an internal appeal procedure to review disputes regarding the accuracy of position descriptions. Each Appointing Authority shall meet and confer with the Council prior to implementing or changing its procedure.

ARTICLE 5 - NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Council, its officers and the employees covered by this Agreement agree not to promote, support or engage in any strikes as defined in Minn. Stat. 179A.03, Subd. 16. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

Employees covered by this Agreement are essential employees pursuant to Minn. Stat. 179A.03, Subd. 7.

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

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 1. Exempt Employees.

A. **Definition**. Hours of work are defined as the hours in a day and/or those hours of the day and payroll period in which the employee must work in order to fulfill the responsibilities of the position.

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

C. **Time Management**. The Agency and the Council recognize that because of the professional and supervisory nature of their work, the employees covered by this agreement may be required to work varied hours, hours in excess of the normal work day and/or payroll period, work on holidays and weekends, and during several periods within a single day, making the maintenance of consistent starting and stopping times or the assignment of the number of hours worked in a day sometimes impossible.

It is recognized that employees are responsible for managing and accounting for their own hours of work and may make adjustments in hours of work in subsequent work days and/or payroll periods, provided such time management does not result in overtime nor guarantee hour-for-hour for occasional excess hours worked.

D. **Overtime**.

Overtime shall be subject to approval by the Agency in advance of being worked.

Overtime worked may be liquidated at the rate of straight time in either cash or compensatory time at the option of the Agency after consulting with the employee.

E. **Compensatory Bank**. The compensatory time bank shall not exceed one hundred twenty (120) hours. Hours worked over the one hundred twenty (120) hours shall be paid in cash. The compensatory time bank shall be liquidated in cash at the employee's current rate of pay if the employee leaves the Agency or bargaining unit. The Agency may require the employee to use any hours in the compensatory bank by giving the employee written notice by November 1. This compensatory time shall be scheduled off prior to the last day of the last full pay period in the following April. If the hours in the compensatory bank have not been reduced to zero (0) hours by the last day of the last full pay period in April, the hours shall be paid in cash.

With written notice to employees and to the Council by November 1, MnDOT offices may extend this period to allow for scheduling the compensatory time off prior to the last day of the first full pay period in the following September, and the hours will be paid in cash if they are not reduced by the first full pay period in September.

F. **Shift Changes**. When an employee is assigned to a specific shift and that assignment is changed, the employee shall be given seven (7) calendar days' notice prior to the change.

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

A. **Normal Work Period**.

1. Normal Work Period. The normal work period shall be forty (40) hours of work during a seven (7) consecutive day work week. Hours worked in excess of forty (40) hours in the work week are overtime hours. Overtime worked shall be subject to approval by the Appointing Authority in advance of being

worked. No vacation time, floating holidays, sick leave, compensatory time off, or leaves of absence shall be considered hours worked. Employees may adjust hours with the approval of the immediate supervisor, provided the change does not result in the payment of overtime.

2. Radio Engineers assigned to the MnDOT Radio Operations Center:

   i. May be scheduled to work up to twelve (12) hour shifts resulting in work weeks ranging from thirty-six (36) to forty-four (44) hours.

   ii. Shall be eligible for shift differential when working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. and the shift differential shall be sixty-five cents ($0.65) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

B. **Scheduling**. The Appointing Authority shall provide no less than seven (7) calendar days' notice to the Council and the affected employee(s) prior to making a permanent change in the days of work, hours of work, or the length of the work day of full-time employees. However, employees being returned to work as part of a workers' compensation placement are not entitled to this notice.

C. **Flextime Plans**. The Appointing Authority and the Council may mutually agree to a flextime plan. Flextime plans in existence prior to the effective date of this Agreement may be continued. If the Appointing Authority determines to discontinue flextime plans, the Appointing Authority shall, upon request, discuss such change with the Council prior to implementation.

D. **Liquidation**. All overtime hours shall be compensated at the rate of time and one-half (as either cash or compensatory time accrued in a compensatory bank). Overtime worked may be liquidated at the rate of time and one-half in either cash or compensatory time at the option of the Agency after consulting with the employee. Overtime hours which are liquidated in cash shall be liquidated in the same or immediately following payroll period in which they were earned.

E. **Compensatory Bank**. The compensatory time bank shall not exceed one hundred twenty (120) hours. Hours worked over the one hundred twenty (120) hours shall be paid in cash. If the hours in the compensatory bank have not been reduced to zero by the last day of the last full pay period in April, the hours shall be paid in cash at the employee's current rate of pay.

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

   With written notice to employees and to the Council by November 1, MnDOT offices may extend this period to allow for scheduling the compensatory time off prior to the last day of the first full pay period in the following September, and the hours will be paid in cash if they are not reduced by the first full pay period in September.

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

Section 3. Compensatory Time to Deferred Compensation. An employee may choose to convert some or all of his/her compensatory time bank one time during each fiscal year at a time of their choosing using the employee self-service system so long as the total hours converted in a fiscal year do not exceed forty (40).

Section 4. On-Call. Employees who have been scheduled to be in an "on-call" status are not required to remain in a fixed location but are required to leave word where they can be reached. Employees in the on-call status who are called to work will use a state vehicle, or use their own vehicle and be reimbursed mileage for driving to and from their work station and their home. An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off-duty period.

An employee, who is instructed in writing to remain in an on-call status, shall be compensated for such time on the basis of $45.00 for a twenty-four hour period or part thereof to a maximum of $280.00 per week.

Section 5. Call Back. Exempt employees who are called back to work after their normal work hours shall be paid at their regular hourly rate of pay or shall be given compensatory time off equal to the amount of time worked at the option of the employee. Non-exempt employees who are called back to work outside of their normal work hours shall be compensated at their normal rate of pay or appropriate overtime rate if the hours worked exceeded forty (40) as per Article 6, Section 2. The minimum amount of call back time shall be two (2) hours. Employees shall also receive round-trip mileage from their home to their work station.

ARTICLE 7 - HOLIDAYS

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

Section 2. Observed Holidays. The following days shall be observed as paid holidays for all eligible employees:

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

All eligible employees shall receive one (1) floating holiday each fiscal year of the Agreement. The Agency may limit the number of employees that may be absent on any given day subject to the operational needs of the Agency. Floating holidays may not be accumulated or paid off.

Section 3. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an eligible employee must be in payroll status on his/her normal workday immediately preceding and his/her normal workday immediately following the holiday(s).

Eligible intermittent employees shall receive a holiday if they work the day before and the day after the holiday. If such intermittent employee works on a holiday, that employee shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accordance with the schedule set forth in Section 4, below.

Section 4. Holiday Pay. Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Eligible employees who normally work less than full time shall have their holiday pay pro-rated in accordance with the following schedule:

Hours that would have been worked during the pay period had there been no holiday	Holiday hours earned for each holiday in the pay period
Less than 9.5	0
At least 9.5, but less than 19.5	1

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
At least 19.5, but less than 29.5	2
At least 29.5, but less than 39.5	3
At least 39.5, but less than 49.5	4
At least 49.5, but less than 59.5	5
At least 59.5, but less than 69.5	6
At least 69.5, but less than 79.5	7
At least 79.5	8

Section 5. Holiday on a Day Off. When any of the above holidays fall on an employee's regularly scheduled day off, the employee shall be paid in cash at the discretion of the Appointing Authority. If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time.

Section 6. Work on a Holiday. Any eligible employee who works on a holiday shall be:

1) paid in cash at the employee's appropriate rate for all hours worked in addition to holiday pay provided for in Section 4 above; or,

2) if the agency does not choose to pay the holiday in cash, the employee may choose to receive the holiday in vacation or compensatory time at the employee's appropriate overtime rate for all hours worked in addition to the holiday pay provided for in Section 4 above.

Section 7. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay, unless the employee can be scheduled for paid leave pursuant to Article 8, Section 3. Employees shall notify the Agency at least five (5) working days prior to the leave.

ARTICLE 8 - VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, and temporary classified employees shall be eligible employees for purposes of this Article.

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

Length of Service Requirement	Rate Per Full Payroll Period
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 18 years	7.5 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8.5 working hours
After 30 years	9 working hours

Length of service is defined as the length of employment with the State of Minnesota since the last date of hire into a vacation eligible status. Length of service shall be interrupted only by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

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

Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accordance with the following schedule:

LENGTH OF SERVICE REQUIREMENT

No. Hours In Pay Status During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1.25	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.75	3	3	3.25	3.5
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4	4.25	4.5
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5	5.5	5.75
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6	6.5	6.75
At least 69.5, but less than 79.5	3.50	4.50	6.25	6.75	7	7.5	8
At least 79.5	4	5	7	7.50	8	8.5	9

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

Section 3. Crediting and Use of Vacation Upon Entry. Upon entry to State service, an eligible employee shall be credited with forty (40) hours 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 an MGEC position and that an employee has his/her accumulated vacation leave hours transferred, the employee shall not be credited with additional vacation leave hours.

An employee who is reinstated or reappointed within four years of separation from state service except as a provisional, temporary or emergency appointee, may accrue vacation leave at the same rate and with the same accredited length of service as she/he had at the time of separation.

Section 4. Adjusting Length of Service Credit. The Appointing Authority has discretion to adjust the length of service credit for all, none or a portion of the employee's service in U.S. armed forces provided that the service

was considered full-time and continuous for at least one (1) year and the employee was appointed to State service within one (1) year of separation from the armed forces.

Employees appointed to a position covered by this agreement within one (1) year of separation from another public employer shall be allowed to transfer length of service credit for purposes of vacation accrual. The transfer shall become effective on the date the Agency receives a written request with documentation of prior employment.

An eligible employee may, at any time, request that prior public sector or United States Armed Forces length of service be credited for purposes of vacation accrual. To be eligible, the employee must be appointed to State service in this bargaining unit within four (4) years of separation from the other public sector or United States Armed Forces employer. Changes in the accrual rate will commence effective at the beginning of the next payroll period following the Appointing Authority's approval of the adjusted rate, and is not retroactive.

Vacation leave may be accumulated to any amount provided that once during each fiscal year, each employee's accumulation must be reduced to two hundred seventy five (275) hours or less. This must be accomplished on or before the last day of the fiscal year. If not, it shall automatically be reduced to two hundred seventy five (275) hours at the end of the last payroll period of the fiscal year.

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

Employees on a military leave under Article 10 shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the employee returns from military leave.

Section 5. Vacation Period. Every reasonable effort shall be made by the Agency to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees within a classification on vacation at the same time, and there is a conflict among employees over vacation periods, vacation schedules shall be established on the basis of Classification Seniority within the employee's work unit.

Except in emergencies and after reasonable notice, no employee will be required to work during the employee's vacation once the vacation request has been approved.

Section 6. Vacation Charges Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

Section 7. Vacation Rights. Any employee transferring to the service of another Agency shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. Except for employees who separate from State service prior to completion of six (6) months of continuous service, any employee separated from state service shall be compensated in cash, at his/her then current rate of pay, for all vacation leave to his/her credit at the time of separation, but in no case shall payment exceed two hundred and sixty (260) hours except in the event of the death of the employee. However, certain employees shall have their vacation payout converted to a health Care Savings Plan (HCSP) pursuant to the Article 17 section on HCSP. Employees shall be allowed to leave their accumulated vacation to their credit during the period of their seasonal or temporary layoff.

Upon request, employees of the Legislative Branch who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement, shall receive credit for their length of service in the Legislative Branch that existed at the time of such transfer or separation for vacation accrual purposes provided that the employee was in an eligible status as defined in Section 1 of this Article when employed by the Legislative Branch. Such employees shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the effective date of this Agreement.
Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

ARTICLE 9 - SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, and temporary classified employees shall be eligible employees for purposes of this Article.

Section 2. Sick Leave Accrual. All eligible employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire.

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accordance with the following schedule:

Number of Hours Worked 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

An employee who is reinstated or reappointed within four (4) years of separation from state service except as a provisional, temporary or emergency appointee, may have his/her previously accumulated, unused balance of sick leave restored upon approval of the Agency.

Employees on a military leave under Article 10 shall earn and accrue sick leave as though actually employed, pursuant to M.S. 196.26.

Section 3. Usage. An employee shall be granted sick leave with pay, to the extent of the employee's accumulation, in the following situations:

A. **Employees**.

1. Illness, or disability including the period of time that a doctor certifies a female employee unable to work because of pregnancy;

2. Medical, chiropractic, or dental care;

3. Exposure to contagious disease which endangers the health of other employees, clients, or the public.

B. **Others**.

1. The use of a reasonable period of sick leave shall be granted in cases of illness of a spouse, dependent children/ step-children, foster children (including wards, and children for whom the employee is legal guardian), or parent/step-parent who is living in the same household of the employee; illness of a minor child whether or not the child lies in the same household of the employee. Sick leave may also be used for the illness or injury of other family members as provided by state law.

2. A reasonable period of sick leave not to exceed five (5) days shall be granted for the birth or adoption of a child. At the discretion of the Agency, additional time off may be granted for adoption.

3. A reasonable period of sick leave not to exceed five (5) days shall be granted to arrange for necessary nursing or hospice care for members of the family as specified in B.1. above, or for a parent who is not living in the same household of the employee.

4. The use of a reasonable period of sick leave shall be granted in cases of death of a spouse or parents and grandparents of the spouse, or the parents/step parents, grandparents, grandchildren, guardian, children/step children, brothers, sisters, or wards of the employee.

5. Where the employee's attendance is necessary, a reasonable period of sick leave shall be granted to accompany the employee's spouse or minor or dependent children living in the same household as the employee to dental and medical appointments and patient care conferences.

6. Where the employee's attendance is necessary and with prior notice, up to twenty-four (24) hours of sick leave per calendar year shall be granted to accompany the employee's parents to dental and medical appointments and patient care conferences.

C. **Dependent Child.** For sick leave purposes, a "dependent child" includes an employee's:

1. biological child, or
2. adopted child (or child placed for adoption), or
3. step child, or
4. child who has been placed with the employee by an authorized placement agency or by a judgment, decree or other court order, or
5. grandchild:

    a. who has been adopted or placed for adoption with the employee, or
    b. who has been placed with the employee by an authorized placement agency or by a judgment, decree or other court order, or
    c. who is the dependent child of the employee's unmarried dependent child and is dependent upon the employee for his/her principal support and maintenance.

In all cases, the dependent child must be less than age nineteen (19); unless the child is disabled or incapable of self-support because of developmental cognitive disability, mental illness or physical disability (regardless of age or marital status) and is dependent upon the employee for his/her principal support and maintenance.

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

See also Letter of July 2, 2013 in the back of this contract regarding employee usage of accrued sick leave for the illness and injury of certain family members.

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

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

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

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

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

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

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

6. Where the employee's attendance is necessary and with prior notice, up to twenty-four (24) hours of sick leave per calendar year shall be granted to accompany the employee's parents to dental and medical appointments and patient care conferences.

C. **Dependent Child.** For sick leave purposes, a "dependent child" includes an employee's:

1. biological child, or
2. adopted child (or child placed for adoption), or
3. step child, or
4. child who has been placed with the employee by an authorized placement agency or by a judgment, decree or other court order, or
5. grandchild:

    a. who has been adopted or placed for adoption with the employee, or
    b. who has been placed with the employee by an authorized placement agency or by a judgment, decree or other court order, or
    c. who is the dependent child of the employee's unmarried dependent child and is dependent upon the employee for his/her principal support and maintenance.

In all cases, the dependent child must be less than age nineteen (19); unless the child is disabled or incapable of self-support because of developmental cognitive disability, mental illness or physical disability (regardless of age or marital status) and is dependent upon the employee for his/her principal support and maintenance.

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

See also Letter of July 2, 2013 in the back of this contract regarding employee usage of accrued sick leave for the illness and injury of certain family members.

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

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

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

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

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

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

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

ARTICLE 10 - LEAVES OF ABSENCE

Section 1. Application for Leave. Any requests for a paid or an unpaid leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor as far in advance of the proposed leave as practicable. The request shall state the reason for and the anticipated duration of the leave of absence. Certain leaves may be denied where the needs of the Agency require that the skills and knowledge possessed by the applicant are necessary to the efficient functioning of the Agency. The employee is obligated to contact the Agency in writing if an extension is requested. The Agency shall respond, in writing, to the employee's written request(s) in a reasonable amount of time. Failure to contact the Agency about an extension prior to the end of the leave shall result in a resignation.

Also refer to Appendix C for leaves authorized in statute.

Section 2. Paid Leaves of Absence.

A. **Court Appearance Leave**. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena, or other direction of proper authority, for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular pay less the fee received, exclusive of expenses, for serving as a witness, as required by the court.

B. **Educational Leave**. Leave shall be granted for educational purposes if such education is required by the Agency.

C. **Jury Duty Leave**. Leave shall be granted for service upon a jury. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. "Service upon a jury" includes time when the employee is impaneled for actual service or is required by the court to be present for potential selection for service. During any other time, the employee shall report to work.

D. **Military Leave**. In accordance with M.S. 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military reserves of the United States or of the State of Minnesota and who are ordered or authorized by the appropriate authorities to engage in training or active service.

E. **Voting Time Leave**. Any employee who is eligible to vote in any statewide general election or primary or at any election to fill a vacancy in the office of a representative in Congress or in the office of state senator or state representative, may absent himself/herself from work for the purpose of voting during such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.

F. **Emergency Leave**. An Agency, after consultation with the Commissioner of Public Safety, may excuse employees from duty, with full pay, in the event of a natural or manmade emergency, if continued operation would involve a threat to the health or safety of individuals.

   Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Minnesota Management & Budget authorizes a longer duration.

G. **Transition Leave**. At the Agency's discretion an employee under notice of permanent layoff may be granted up to one hundred sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Application and Reinstatement provisions of this Article.

H. **Election Judge Leave**. An employee serving as an Election Judge in any statewide primary or general election or in an election to fill a vacancy in the office of a representative in Congress shall be eligible for paid leave for all normal work hours the employee serves as an election judge.

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

J. **Paid Administrative Leave**. After notifying the Association, an Appointing Authority may place an employee on administrative leave not to exceed two (2) weeks. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than another thirty (30) calendar days.

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

Section 3. Unpaid Leaves of Absence.

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

B. **Educational Leave**. Leave may be granted to any employee for educational purposes.

C. **Medical Leave**. Leave of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the employee, such leave may be extended. An Agency may require appropriate medical documentation of the illness, injuries or disability.

Agency Initiated Medical Leave: If the Agency has reasonable cause to believe that an employee is unfit or unable to perform the duties of his/her position as a result of disability, illness, or injury, after consultation with the Council, the employee may be placed on a leave of absence for a period up to six (6) months in duration. Extensions of up to six (6) additional months may be added following consultation with the Council.

Such leave may not be initiated unless the Agency has offered the employee the opportunity to participate in the Employee Assistance Program or another rehabilitation program and only after an evaluation by a private medical practitioner. Any such determination shall be subject to the Grievance Procedure of this Agreement. The Agency agrees to pay the cost of the medical evaluation stated above.

D. **Military Leave**. In accordance with M.S. 192.261 and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years.

At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave must have been accumulated prior to the start of the military leave.

E. **Personal Leave**. Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.

F. **Precinct Caucus or Convention**. Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus, political party state central committee meeting or political convention.

G. **Parenthood Leave**. A maternity/paternity or adoption leave of absence shall be granted to a natural parent, or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to six (6) months, provided however that such leave may be extended up to a maximum of one (1) year from the date of the birth or adoption of the child by mutual consent between the employee and the Agency. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of parenthood leave.

H. **Council Leave**. Any member of the Council may take a leave of absence up to six (6) months to work on Council business, provided however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Agency.

I. **Elder Care Leave**. Leave may be granted to any employee, upon request, to care for or to arrange for care for parents of the employee or the employee's spouse.

J. **Other Governmental Agency Work**. An employee may be granted a leave of absence by the Agency for the purposes of accepting employment with the University of Minnesota, any city, county or other governmental agency. Such leave of absence may be granted for a period of up to five (5) years. The provisions of Section 5, Reinstatement, shall apply for leaves of two (2) years or less. For any leave of absence over two (2) years, classification seniority will cease to accrue after two (2) years. Employees returning from an over-two-year leave of absence shall not be permitted to bump an existing employee and may return from such leave only if a vacancy exists in the agency in the job classification from which the leave was granted and the provisions of Article 11, Section 3 shall apply. If the employee is not appointed to a vacancy and the leave expires, the employee's name shall be placed on appropriate layoff lists.

K. **Non-Governmental Employment Leave**. A leave of absence without pay for up to one (1) year may be granted at the discretion of the Agency for the purpose of accepting a position with an employer who is not a governmental agency. An additional year of leave may be granted upon the mutual agreement of the employee and the Agency. Employees granted such leave shall not be permitted to bump an existing employee and may return from such leave only if a vacancy exists in the agency in the job class from which the leave was granted.

Employees on leave shall not accrue any seniority, and their leave shall constitute a break in their length of service for purposes of layoff and recall, and a break in their length of service for purposes of vacation accrual. For purposes of eligibility for severance pay their leave shall not constitute a break in their length of service.

L. **Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service**. See Appendix C.

M. **Leave to Attend Military Ceremonies**. See Appendix C.

Section 4. Cancellation of Discretionary Leaves. Leaves of absence or extensions of such leaves, which are subject to the discretionary authority of the Employer may be cancelled by the Agency upon reasonable written notice to the employee. At the discretion of the Agency, an employee may terminate his/her leave of absence and return to work prior to the previously agreed upon date of expiration of that leave of absence.

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

ARTICLE 11 - VACANCIES, RECLASSIFICATION, FILLING OF POSITIONS

Section 1. Definitions.

A. **Vacancies and Reassignments**. A vacancy is defined as a permanent position in the classified service which an Agency determines to fill. Also, a vacancy is not created by reallocation/work training appointment, unless the incumbent fails to hold the necessary license, certification or registration for appointment to the new class. Prior to posting a vacancy pursuant to Section 2, the Agency may permanently reassign an employee to avoid layoff, as provided in Article 13, Section 5.

The Agency may also permanently reassign an employee to a vacancy in the same classification and employment condition and within thirty-five (35) miles (in MnDOT, within the same Office, District or the Metro Division except that employees cannot be involuntarily reassigned over thirty-five (35) miles). Whenever possible, an effort should be made to solicit the interest of employees eligible for the reassignment. The vacancy remaining following such reassignments shall be posted pursuant to Section 2. Where no vacancy exists, the Agency may reassign on a permanent basis employees to other positions within the same classification and District, Office, Division or Bureau to accomplish staffing objectives; if the reassignment is to a position under a different manager, the Agency shall first meet and confer with MGEC.

When an Agency becomes responsible for a function administered by another governmental agency, a quasi-public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

B. **Layoff**. Prior to posting, the Agency may offer a vacancy within the Agency in an equal or lower class to an employee on notice of layoff.

C. **Reclassification**. Reclassification means changing the allocation of a position to a higher, lower or equivalent class.

An employee who desires to protest a reclassification decision regarding his/her position may do so by following the provisions of M.S. 43A.07, Subd. 3. The decision of the Commissioner of Minnesota Management & Budget, or an agency Human Resource office with delegated authority, pursuant to this section shall not be subject to the grievance and arbitration provisions of this Agreement.

D. **Reallocation**. Reallocation means a reclassification (the changing of the allocation of a position to a higher, lower, or equivalent class) resulting from significant changes over a period of time in the duties and responsibilities of the position (in the classified service).

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

F. **Work Training Appointment**. The Commissioner may authorize the probationary appointment of persons who successfully complete on-the-job State training programs which have been approved by the Commissioner.

Section 2. Lateral Job Posting. Except as provided in Sections 1A and B, whenever a vacancy occurs, it shall be posted for laterals within the Agency for ten working days, unless by mutual agreement of the Council and Agency this requirement is waived. Eligible employees may indicate their desire to be considered for the position. A copy of each posting shall be given to the Council and shall include the classification, the name of the previous incumbent, if any, the supervisor, a brief description of the position and the required qualifications. In certain circumstances (i.e., Graduate Engineer 2 and Senior Engineer), this posting may include notice that employees in lower classes may express an interest in the position on a non-promotional basis. However, for such an employee to be selected, the Agency must determine that the position can be restructured and the position classification changed to the selected applicant's current job classification in accordance with appropriate statutes and administrative procedures.

When an Agency determines that position posting can be accomplished electronically it may institute such procedure.

At the discretion of the Appointing Authority, and when adequate time permits, positions in the unclassified service may be posted for informational purposes.

Section 3. Filling of Vacancies.

Posted vacancies will be filled in the following order:

A. **Laterals**. All classified employees in the Agency, employment condition, and posted job classification(s) who express their interest either orally or in writing, shall be given serious consideration which may include an interview. The Agency shall consider only laterals first and, if none is selected, shall consider other candidates available under options B-D below. Laterals who are not selected may contact the Agency to inquire about the reasons for their non-selection.

B. **Seniority Unit Layoff List**. If a Seniority Unit Layoff List exists for the classification, seniority unit, employment condition and geographic location selection shall then be made from qualified employees on that list. No new appointments shall be made in a classification, seniority unit and employment condition for which a layoff list exists until all qualified employees on such list have been offered the opportunity to accept the position.

C. **Claiming**. If the vacancy is not filled from the Seniority Unit Layoff List, the Agency (in MnDOT the seniority unit) shall consider claims of eligible Bargaining Unit employees facing layoff who request a transfer or demotion to a position for which the employee is determined to be qualified by the Employer.
The receiving Agency shall determine if the employee is qualified for the position, and if so, shall not unreasonably deny the request. Once an employee has been offered and rejected a transferable claim within thirty-five (35) miles, claiming is over.

An employee who has a layoff option that is transferable, same employment condition, and within thirty-five (35) miles (for MnDOT within the seniority unit) must take the vacancy and cannot claim a position.

D. **Other Alternatives**. After interviewing the laterals and determining there is no one on the Seniority Unit Layoff List and determining that there is no one qualified to claim the vacancy, the Agency may fill the vacancy by a promotion, a voluntary demotion, a reinstatement, a lateral, a transfer or any other means provided by law.

No new appointments of persons other than current State employees with unlimited status shall be made if a Bargaining Unit Layoff List exists for that class, location and employment condition until all qualified employees on the list have been offered the position.

Employees interested in being considered for positions should enter their relevant information into the multi-source recruitment and selection system. They may designate positions for which they wish to be considered.

An individual who is a registered engineer in another state may be hired as a Senior Engineer, Principal Engineer or Administrative Engineer (Professional). Such individual must obtain his/her Professional Engineer license in Minnesota within six (6) months of State employment.

Upon request, the Agency shall make available to the Council the roster of candidates used to fill a vacancy in the bargaining unit.

Section 4. Change in Allocation. When there is a change in allocation of a position, such position shall be considered vacant under and filled in accordance with the provisions of this Article. If the incumbent of a position which is changed in allocation is ineligible to continue in the position and is not promoted, demoted, reassigned or transferred, the layoff provisions of this Agreement shall apply.

Section 5. Job Audit. An employee may request a job audit to determine the proper classification of their position. When practicable, Minnesota Management and Budget or the Appointing Authority with delegated classification authority shall complete the job audit within one hundred twenty (120) days after receiving a request that has been submitted by the employee. Minnesota Management and Budget or an Appointing Authority with delegated classification authority shall acknowledge, in writing, receipt of an employee-initiated request for an audit of his/her position within thirty (30) calendar days of receipt of the request. If the audit is not completed within one hundred twenty (120) days, the Appointing Authority conducting the audit will inform the employee of the status of the audit and provide any reasons for any delay and the anticipated date of completion.

Section 6. Reallocation. The incumbent of a position which is reallocated shall continue in the position if the employee is eligible for, and is appointed to, the position in the new class.

If the incumbent has performed satisfactorily in the reallocated position, he/she shall be promoted to the new class, without selection assessment, in accordance with law, provided the employee possesses any registration required for the new class.

Where the incumbent has failed to perform satisfactorily in the reallocated position or is otherwise ineligible to continue in that position in the new class, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Agency of the reallocation. Where the incumbent is ineligible to continue in the position and is not reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

Section 7. Retroactive Pay on Reallocation. If the incumbent of a position which is reallocated to a higher classification receives a probationary appointment to the reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after Minnesota Management & Budget or an Agency Human Resource office with delegated authority receives a reallocation request determined by Minnesota Management & Budget

or delegated Agency to be properly documented, and the payment shall continue from that date until the effective date of the probationary appointment.

Such payment does not apply to reallocations resulting from department or division or group studies initiated by Minnesota Management & Budget or the Agency. The Commissioner of Minnesota Management & Budget shall determine when such payment is appropriate.

If a position is reallocated to a lower class as a result of a classification study initiated by the Employer and/or the Agency, the employee's name shall be placed on the layoff list as provided in Article 13, Section 8. Placement on the list and recall from it shall be subject to the provisions of Article 13 (Layoff and Recall), Section 8 (Layoff Lists) and Section 9 (Recall)

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. Required Probationary Periods and Duration. Except as provided below, all unlimited appointments to positions in the classified service shall be for a probationary period of six (6) calendar months.

No probationary period shall be required for appointment from Seniority Unit layoff lists within two (2) years of the date of layoff. A Trainee-Graduate Engineer converted to Graduate Engineer 2 upon completion of the MnDOT trainee program shall serve a probationary period of three (3) calendar months.
A calendar month is defined as the time between the date of employment and the corresponding date in the next following month. Any unpaid leaves of absence in excess of an aggregate total of ten (10) work days shall be added to the duration of the probationary period. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment. Employees placed on layoff prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

Section 2. Discretionary Probationary Period. An Agency may require a probationary period of six (6) calendar months for transfers, reinstatements, recall from the Bargaining Unit layoff list more than two (2) years from the date of layoff, recall from the Seniority Unit layoff list more than two (2) years from the date of layoff or voluntary demotions. If a probationary period will be required on a transfer, the Agency shall notify the employee in writing prior to the effective date of the transfer. In the absence of such notice, transfer of a probationary employee will not affect the running of the probationary period, and the transfer of a permanent employee shall be with permanent status.

Section 3. Non-Certification and Extension of Probationary Period. If the Agency decides an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Agency feels that an extension of the probationary period could result in successful completion of the probationary period, the Agency, the Council and the employee may mutually agree to a limited extension, not to exceed six (6) months.

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

Probationary employees serving an initial probation may upon request meet with the Agency Head or designee to discuss the non-certification. A Trainee-Graduate Engineer under the MnDOT trainee program, whose appointment is terminated during the second year of trainee status, may appeal the termination decision to the Office of the MnDOT Commissioner. A member of the Commissioner's Office shall meet with the employee and, if requested by the employee, a representative of the Council to review the reasons for the termination. The decision of the Commissioner's staff is final.

An employee who is serving a probationary period and who is not certified by the Agency shall have the right to be restored to a position in his/her former class and Agency. An employee who is non-certified following recall from a Bargaining Unit or Seniority Unit Layoff List shall be returned to the layoff list for the time remaining.

ARTICLE 13 - SENIORITY, LAYOFF AND RECALL

Section 1. Definitions. For purposes of this Article, these terms are defined as follows:

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

B. **Agency Seniority**. "Agency Seniority" is defined as the length of service within the Agency and its predecessor agencies.

C. **Classification Seniority**. "Classification Seniority" is defined as the length of service in a specific job classification within the Agency and its predecessor agencies beginning with the date an employee starts to serve a probationary period.

When an employee demotes, bumps, or transfers back to a previously held classification, Classification Seniority in the class to which the employee demotes, bumps, or transfers shall include Classification Seniority in all related higher or equally paid classes in which the employee has served as well as any Classification Seniority previously acquired in the class to which the employee demotes, bumps, or transfers.

An employee who serves a temporary appointment in a class and receives a probationary appointment to that class shall have Classification Seniority credited to the beginning of the temporary appointment in that class, provided there was no break in service between appointments.

For purposes of Classification Seniority, time served in either the classification of Engineer, Principal or Land Surveyor, Principal may be credited interchangeably.

D. **Temporary Graduate Engineers**. Former temporary Graduate Engineers who experience a break in service between appointments as a temporary Graduate Engineer and serving a probationary period as a Graduate Engineer may have their seniority dates adjusted by mutual agreement of the Council and Agency.

E. **Breaks in Seniority**. Seniority shall be broken only by resignation, termination, retirement, discharge for just cause, failure to return upon expiration of a leave of absence, or failure to respond to a recall from layoff. Each of the above actions applies to separation from the State of Minnesota.

F. **Seniority Unit**. "Seniority Unit" is defined as the Agency except for MnDOT where seniority units shall be as follows:

District 1
District 2
District 3
District 4
Metro District and Central Office
District 6
District 7
District 8

G. **Layoff**. "Layoff" is defined as an interruption in employment in excess of ten (10) consecutive working days. An Agency may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the employee's service.

H. **Qualified**. "Qualified" shall mean that the employee meets the registration, experience and/or educational requirements for initial appointment to the position. Upon request, the Agency shall meet and confer with the Council prior to a layoff or recall in any case where qualifications is an issue.

The determination of the Agency as to whether or not an employee is qualified to perform the duties of a particular position is grievable to the second step but is not arbitrable.

Section 2. Establishment of Seniority Lists. Up-to-date seniority lists showing each employee's classification, agency and state seniority shall be prepared by each Agency no later than November 30 of each year, unless up-to-date lists are accessible electronically to the majority of the bargaining unit in an agency. The seniority lists shall also show the class or classes in which the employee previously served in the bargaining unit and agency. A copy of the list shall be posted on all Council posting spaces, unless up-to-date lists are accessible electronically

to the majority of the bargaining unit in an agency. The Council shall be furnished a copy of the annual seniority lists unless up-to-date lists are available electronically to the Council.

When two or more employees have the same Classification Seniority dates, seniority positions shall be determined by total Agency Seniority. If a tie still exists, seniority shall be determined by total State Seniority. If a tie still exists, seniority shall be determined by length of prior State service. Any remaining ties shall be determined by lot.

Section 3. Appeals. Factual errors of data contained in the seniority lists can be corrected at any time. Corrections may be initiated by an employee notifying the Agency of possible errors or by the Agency discovering errors. Any changes to seniority list data shall be communicated as soon as possible to the Council and to the employee whose data is being corrected or amended.

Section 4. Council Cooperation. When an Agency initiates a reorganization planning process or management study which may result in layoff, the Agency shall meet and confer with the Council during the planning phase and again during the implementation phase. The Agency and the Council shall enter into negotiations regarding a Memorandum of Understanding upon the request of either party to modify the Agreement regarding the implementation plans which shall include, but are not limited to the following:

- length of layoff notice
- jobs and retraining opportunities
- alternate placement methods
- early retirement options pursuant to M.S. 43A.24, Subd. 2(i)
- other methods of mitigating layoffs or their effect on employees
- claiming rights.

Section 5. Layoff Procedure. Whenever layoffs become necessary, the agency shall designate the position to be affected. Layoff shall occur within employment condition (unlimited full-time, unlimited part-time, seasonal full-time, seasonal part-time, intermittent) and within the seniority unit. At least twenty-one (21) calendar days, and whenever practicable thirty (30) calendar days, written notice of the layoff shall be given to the affected employee and the Council prior to the effective date of the layoff. Agencies are encouraged to provide longer notice. The written notice shall specify the reason for the layoff and an estimated duration for the layoff.

At the Agency's discretion, an employee under notice of permanent layoff may be granted up to one hundred and sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Application and Reinstatement provisions of Article 10, Leaves of Absence.

When two or more positions in the same class, seniority unit and employment condition are designated for layoff simultaneously, the affected employees shall exercise their layoff options in order of their Classification Seniority.

It shall be the policy of the Agency to make a reasonable effort to minimize the amount of bumping and relocation which might occur in the event a layoff is necessary, provided that said policy is not subject to the provisions of Article 15, Grievance Procedure.

Before an employee whose position has been abolished is laid off, he/she shall be reassigned to a vacant position, if one exists, within thirty-five (35) miles of his/her current work location (in the case of MnDOT, within his/her seniority unit), in his/her current classification, employment condition and seniority unit, provided that he/she is qualified for the position. The vacancy need not be posted prior to the reassignment.

Where the preceding action cannot be accomplished, an employee about to be laid off shall be advised of his/her alternatives within options 1-4 listed below at least seven (7) days prior to layoff. The employee shall then select one of these options at least three (3) days prior to layoff.

In lieu of the following options, the employee may elect to accept a vacancy in the same agency and employment condition, in the same class or in an equal or lower class in which the employee previously served or for which the employee is determined qualified by the Employer. The vacancy need not be posted prior to offering it to an employee on notice of layoff. An opportunity to take a vacancy is mandatory over bumping when the vacancy is in the same class or is in a transferable class, same employment condition and is within thirty-five (35) miles (in the case of MnDOT within seniority unit).

The employee shall proceed through the following alternatives, if available, in numerical order.

1. **Bump in the same class within 35 miles (seniority unit in MnDOT)**. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified, that is located within thirty-five (35) miles of his/her current work location (in MnDOT, within his/her seniority unit), in his/her current classification, employment condition and agency, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping; or

2. If the above option is not available, the employee shall either:

   a. **Bump in the same class statewide**. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified in his/her current classification, employment condition and agency, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.

   b. **Bump into a lower or equal class within 35 miles (seniority unit in MnDOT)**. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified, that is located within thirty-five (35) miles of his/her current work location (in MnDOT within his/her seniority unit), in the next lower or equal classification, in the employment condition and agency in which the employee bumping is currently serving, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.

3. **Bump into a lower or equal class statewide**. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified in the next lower or equal classification, in the employment condition and agency in which the employee bumping is currently serving, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.

4. **Layoff**. If none of the preceding exists or if the employee chooses not to accept the preceding, the employee shall be laid off.

An employee who does not have sufficient Classification Seniority to bump into a classification in which he/she has previously served shall not forfeit the right to exercise Classification Seniority in bumping into the next classification in which he/she has previously served.

Employees who have accepted positions outside of the bargaining unit under the same Agency shall retain full bumping rights into a previously held classification within the bargaining unit and Agency based upon Classification Seniority.

Section 6. Claiming. In order to avoid a layoff or bump, an employee may take a transfer or demotion to a vacancy in another Agency (or in the Department of Transportation a seniority unit) in a class/class option for which the employee is determined qualified by the Employer. The receiving Agency shall determine if the employee is qualified for the position, and if so shall not unreasonably deny the request. An employee who has a layoff option that is transferable, within the same employment condition and within thirty-five (35) miles (for MnDOT within the seniority unit) must take the vacancy before a claim.

Eligibility for claiming under this provision begins on the date of the written layoff notice and continues until fourteen (14) calendar days after the actual date of layoff. No severance or vacation liquidation shall be paid to the employee and the employee's name shall not be placed on any layoff lists until the end of the claiming period. Employees may waive their post-layoff claiming rights and the Agency shall authorize payment of any severance or vacation liquidation and the employee will be eligible for placement on appropriate layoff lists.

Section 7. Out-of-Order Seniority Layoff. Upon the request of a more senior employee and with the approval of the Agency, a more senior employee in the same class may be laid off out of seniority order.

Section 8. Layoff Lists. The names of employees who have been laid off or demoted in lieu of layoff, or whose position has been reallocated down shall be placed on a Seniority Unit Layoff List for the seniority unit, classification, geographic location and employment condition from which they were laid off or demoted in lieu of layoff in order of Classification Seniority. Employees may also indicate, in writing, other geographic locations for which they are available. Employees may change their availability at any time through written notice to the

Employer. Unless removed via 1-4, names shall be retained on the layoff list for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of four (4) years. A copy of such list shall be made available to the Council upon request.

Upon request, the names of employees who have been laid off or demoted in lieu of layoff, or whose position has been reallocated down shall be placed on a bargaining unit layoff list for the bargaining unit, classification, geographic location, and employment condition from which they were laid off or demoted in lieu of layoff in order of Classification Seniority. Employees may also indicate, in writing, other geographic locations for which they are available. Employees may change their availability at any time through written notice to the Employer. Unless removed via 1-4, names shall be retained on the layoff list for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of four (4) years. A copy of such list shall be made available to the Council upon request.

Employees shall be removed from all layoff lists for any of the following reasons:

1. Recall to a permanent position in the class from which the employee was laid off.

2. Failure to accept recall to a permanent position within thirty-five (35) miles of the employee's previous work location.

3. Failure to accept recall to a position in a geographic location more than thirty-five (35) miles from the employee's previous work location for which the employee has indicated availability.

   However, upon written request to the Employer, such an employee may be restored to the Layoff List for recall to a position within thirty-five (35) miles of the employee's previous work location.

4. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off.

5. Resignation, retirement or termination from State service.

Section 9. Recall. Employees shall be recalled from layoff in the order in which their names appear on the layoff list as specified in Section 8 above, provided that the employee being recalled from layoff is qualified for the position.

An employee shall be notified of recall by personal notice, e-mail, or certified mail (return receipt required) sent to the employee's last known address (or e-mail address) at least fifteen (15) calendar days prior to the reporting date. A copy of this notice shall be sent to the Council. The employee shall notify the Agency by certified mail (return receipt required) or e-mail within five (5) calendar days of receipt of notification, of intent to return to work and shall report for work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Agency informed of the employee's current address, or e-mail address, if applicable. The e-mail notice provisions in this section will only be used when the employee has requested in writing this method of notice. The employee may rescind this request in writing at any time.

Section 10. Exclusions. The provisions of this Article shall not apply to unclassified, provisional, or temporary employees.

However, when the appointment of an unclassified employee is to be ended, the employee shall be given as much notice of the end date of the appointment as is practical.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on employees with permanent status only for just cause.

Section 2. Disciplinary Action.

A. Discipline shall include only the following:

1. Oral reprimand (not grievable)
2. Written reprimand

3. Suspension (paid or unpaid)
4. Equivalent reduction of vacation hours*
5. Demotion
6. Discharge

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

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

Transfers shall not be used as a disciplinary action.

B. **Reprimand**. If the Agency has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees or the public.

Section 3. Council Representation. The Agency shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to disciplinary action without first offering the employee an opportunity for Council representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished to the Council. The employee shall be advised of the principal allegations being investigated and, if known, the alleged time and place of the occurrence prior to questioning.

Section 4. Investigatory Leave. The Agency may place an employee who is the subject of an investigation on a paid investigatory leave provided a reasonable basis exists to warrant such leave.

Section 5. Discharge of Permanent Employees. The Agency shall not discharge any permanent employee without just cause. If the Agency feels there is just cause for discharge, the employee and the Council shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefor and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her evidence and is entitled to Council representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Agency agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory leave, the requirement to be in pay status shall not apply.

Section 6. Probationary Employees. Probationary employees serving an initial probationary period who are not certified, or who are discharged, suspended, or reprimanded shall not have access to provisions of the Grievance Procedure set forth in Article 15. Permanent employees serving a subsequent probationary period shall not have access to provisions of the Grievance Procedure in regard to non-certification.

Section 7. Termination of Unclassified Employees. The termination of unclassified employees is not subject to the Grievance Procedure set forth in Article 15.

Section 8. Personnel Records. Initial minor infractions, irregularities or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's official personnel file.

Oral reprimands and letters of expectation shall not become part of an employee's official personnel file. Investigations which do not result in disciplinary actions shall not be entered into the employee's official personnel file. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's official personnel file. All disciplinary entries in the official personnel file shall state the corrective action expected of the employee.

Upon the request of the employee, a written reprimand or a written record of a suspension of ten (10) days or less, shall be removed from the employee's official personnel file provided that no further disciplinary action has been taken against the employee for a period of one (1) year following the date of the written reprimand or three (3) years following a suspension of five (5) days or less or five (5) years following a suspension of six (6) to ten (10) days. Notwithstanding any of the provisions of this Article, the Council agrees that the Employer may continue

to maintain records of prior incidents of disciplinary action after removal from the official personnel file for administrative purposes.

The contents of an employee's official personnel file shall be disclosed to the employee upon request and to the employee's Council representative upon the written request of the employee. In the event a grievance is initiated under Article 15, the Agency shall provide a copy of any items from the employee's official personnel file upon the written request of the employee.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their official personnel file and shall be entitled to have the employee's written response included therein. Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's official personnel file.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. For the purpose of this Agreement, a grievance shall be defined as a dispute or a disagreement as to the interpretation or application of any term or terms of this Agreement. Any grievance filed or appealed must be reduced to writing and be signed and dated by the employee or a Council Representative. Any grievance filed or appealed must be delivered or sent by either personal delivery, first class U.S. mail or e-mail. **Employees are encouraged to first attempt to resolve the matter on an informal basis with their immediate supervisor at the earliest opportunity.** If the matter cannot be resolved by informal discussion, it shall then be settled in accordance with the following procedure:

STEP 1. The grievance shall be reduced to writing on forms provided by the Council setting forth the nature of the grievance, the facts upon which it is based, the section or sections of the Agreement alleged to have been violated, and the relief requested and shall be delivered by a Council Representative to the grievant's immediate supervisor or other representative of the Agency who has been designated by the Agency to process grievances. Any alleged violation not processed to this step within twenty (20) working days of the first occurrence of the event giving rise to the grievance or within twenty (20) working days after the grievant, through the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived. Within twenty (20) working days after receiving the written grievance, the grievant's immediate supervisor or other designated representative of the Agency and the Council Representative shall schedule a time to meet with or without the grievant, in an attempt to resolve the grievance. If the grievance remains unresolved after this meeting, the written answer of the immediate supervisor or other designated representative of the Agency shall be given to the Council Representative within twenty (20) working days of this meeting.

STEP 2. The Council may appeal the grievance to Step 2 within twenty (20) working days of the due date of the Agency's answer or the receipt of the answer of the immediate supervisor or other designated representative of the Agency (whichever comes first) or the grievance shall be considered waived. Within ten (10) working days after receiving the Council's appeal, the Agency or designee and the appropriate Council Representative shall schedule a meeting to attempt to resolve the grievance. The meeting may be held with or without the employee present. If, as a result of this meeting, the grievance remains unresolved, the Agency or designee shall give his/her written answer to the Council Representative within ten (10) working days following this meeting. By mutual agreement, the parties may attempt to resolve the grievance through mediation or other dispute resolution process prior to grievance arbitration as provided in Section 6 of this Article.

STEP 3. Within twenty (20) working days following the due date of the Agency's response or receipt of the Agency's or designee's written response (whichever comes first), the Council may refer the grievance to Arbitration if the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee. Any grievance not referred in writing to the State Negotiator by the Council to Step 3 within twenty (20) working days following the receipt of the answer of the Agency or designee, shall be considered waived.

The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Council within ten (10) working days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) working day period, either party may request the Director of the Bureau of Mediation Services, to submit a panel of seven (7) arbitrators. Upon receipt of a panel of arbitrators the parties shall have ten (10) working days to select an arbitrator. Both the Employer and the Council shall have the right to strike three names

from the panel. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one name. The parties shall continue in turn by alternately each striking one additional name, and the remaining person shall be the arbitrator.

Section 2. Time Limits. If a grievance was not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Agency's or designee's last answer. If the Agency or designee does not answer a grievance or an appeal thereof within the specified time limits, the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Agency or designee and the Council at each step. The parties may waive Steps 1 and/or 2 by mutual written agreement of the Agency or designee and the Council.

Section 3. Processing Grievances. The Council Representative involved and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor which shall not be unreasonably withheld. The Council Representative and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Agency's premises to investigate and to present the employee's grievance to the Agency.

The Council Representative and the grieving employee shall receive their regular pay when a grievance is investigated or presented during working hours in Steps 1 and 2. In addition, the Council Representative and the Council President or his/her designee, shall receive their regular pay if they participate in Step 2.

If a class action grievance exists, only one of the grievants shall be permitted to appear without loss of pay as spokesperson for the class. The Council will designate the grievant in pay status. Class action grievances are defined as and limited to those grievances which cover more than one employee and which involve like circumstances and facts for the grievants involved.

Section 4. Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted in writing by the Employer and the Council and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Council, and the employees.

B. The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Agency and the Council, provided that each party shall be responsible for compensating its own representatives and witnesses.

   If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If either party desires a transcription of the verbatim record, it shall pay for such transcription and provide a free copy to the arbitrator. Should the other party desire a copy of such transcription, it shall pay the transcript service. If both parties agree, in writing, to obtain the verbatim record, they may share equally the cost of such record and any transcriptions of the record.

Section 5. Election of Remedy. If an employee/former employee pursues an appeal under M.S. 197.46(or other applicable Veterans Preference law), the employee/former employee shall be precluded from making an appeal under this Article.

Section 6. Other Forms of Alternative Dispute Resolution (ADR). By mutual agreement between the Council and the Employer, a grievance may be submitted for mediation before the Bureau of Mediation Services at any time prior to the arbitration hearing. Additionally, by mutual agreement between the Council and the Employer, the parties may use any other form of ADR to resolve a grievance prior to the arbitration hearing. Any expenses for the ADR practitioner's service and the proceeding shall be borne equally by the Appointing Authority and the Council. Unless the Employer and the Council agree otherwise, if either party cancels an ADR proceeding or asks for a postponement that leads to the ADR practitioner charging a fee, then the party initiating the cancellation or the postponement shall pay this fee.

ARTICLE 16 - JOB SAFETY

Section 1. General. It shall be the policy of the Agency to provide for the safety of its employees by providing safe working conditions, safe work areas, and safe work methods. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section 2. Employee Safety.

A. All unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor, or in his/her absence, the local safety officer. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Agency's Safety Committee.

B. Any protective equipment or clothing shall be provided and maintained by the Agency whenever such equipment is required as a condition of employment either by the Agency, by OSHA, or by the Federal Mine Safety and Health Administration.

C. All employees who are injured or who are involved in an accident during the course of their employment no matter how slight the injury shall file an accident report, with the designated supervisor, prior to the conclusion of the employee's work day, whenever possible. While the initial report may be given orally, it must be followed up promptly with a written report on the First Report of Injury form. A copy of the accident report shall be furnished to the Agency's Safety Committee by the Agency. Any necessary medical attention shall be arranged by the designated supervisor. The Agency shall provide assistance to employees in filling out all necessary Worker's Compensation forms, when requested.

D. Any medical examination required by the Agency, OSHA, or the Federal Mine Safety and Health Administration pursuant to this Article shall be at no cost to the employee and the Agency shall receive a copy of the medical report.

E. Monitoring of workplace environments and personal exposures to toxic or hazardous materials or conditions shall be performed as required by OSHA.

Section 3. Safety Committee. The Council shall be given the opportunity to have an employee on all safety committees established by the Agency. The Safety Committee shall meet at least twice a year. Additional meetings may be requested by the Safety Officer, Council or a majority of the Committee.

Section 4. Injured on Duty Pay. In the event that employees volunteer or are assigned to perform duties during an emergency staffing situation, an employee who, while acting in a reasonable and prudent manner within his/her scope of authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person during such emergency staffing situation, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the workers' compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury.

Section 5. Meet and Confer. The Employer and the Council shall, at the request of either party, meet and confer regarding the effects of the work environment on sick leave use and/or the employee's ability to perform satisfactorily and explore the resources and methods of intervention that are available.

ARTICLE 17 - WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendices B-1 and B-2. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such classes shall be established by Minnesota Management & Budget which will advise the Council in advance of final establishment. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan.

Section 2. Conversion. Effective July 1, 2015, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix B-1, except as set forth below.

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

In the event the July 1, 2015 maximum rate set forth in Appendix B-1 is equal to or less than the employee's current salary, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of June 30, 2015.

Section 3. First Fiscal Year Wage Adjustment. Effective July 1, 2015 all salary ranges and rates for classes covered in this Agreement with the exception of the maximum rates for classes assigned to compensation codes 9J, 11K, and 14K shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. See Section 5 – Salary Range Maximum Rates.

The compensation grid for classes covered by this Agreement is contained in Appendix B-1. Employees shall convert to the new compensation grid as provided in Section 2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Second Fiscal Year Wage Adjustment. Effective July 1, 2016, all salary ranges and rates for classes covered by this Agreement with the exception of the maximum rates for classes assigned to compensation codes 9J, 11K, and 14K shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. See Section 5 – Salary Range Maximum Rates.

Salary increases provided by this section shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class. The compensation grid for classes covered by this Agreement is contained in Appendix B-2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 5. Salary Range Maximum Rates. Effective July 1, 2015, the maximum rate for classes assigned to compensation codes 9J, 11K, and 14K shall increase by three and one-half percent (3.5%), rounded to the nearest cent. Employees shall convert to the new compensation grid as provided in Section 2. The compensation grid for classes covered by this Agreement is contained in Appendix B-1.

Effective July 1, 2016, the maximum rate for classes assigned to compensation codes 9J, 11K, and 14K shall increase by three and one-half percent (3.5%), rounded to the nearest cent. Salary increases provided by this section shall be given to employees including those employees whose rates of pay exceed the maximum rate for their class. The compensation grid for classes covered by this Agreement is contained in Appendix B-2.

Section 6. Progression. All increases authorized by this section shall be effective at the start of the pay period nearest to the anniversary date of required service.

Employees may receive a one-step salary increase annually on their anniversary date, provided their performance is satisfactory, up to and including the maximum salary rate for their class.

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for employees in this schedule who have not met, or only marginally attained, performance standards or objectives. In such cases, the employee shall be notified in writing, before the employee's annual anniversary date, of the reason(s) for not recommending the increases. Increases withheld may subsequently be granted upon certification by the Agency that the employee is achieving performance standards or objectives. The substantive judgment of the employee's superior regarding his/her performance is not a grievable or arbitrable matter; however, the withholding of a step increase is grievable and arbitrable.

The anniversary date for all persons employed on or before May 30, 1973, shall be May 30. For those reinstated from a leave of absence during the period May 30, 1973, through June 30, 1975, the anniversary date shall be the month and date of such reinstatement. After June 30, 1975, reinstatement from a leave of absence shall not change an employee's anniversary date. For all employees employed, promoted, reinstated after resignation or retirement, or re-employed after May 30, 1973, the anniversary date shall be the month and date of such action.

Section 7. Achievement Awards. At the Agency's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year. At the Agency's option, the employee may receive a one step in range adjustment or a lump sum amount up to $1,600. In no instance during a fiscal year

shall achievement awards be granted to more than thirty-five percent (35%) of the number of employees authorized at the beginning of the fiscal year. The receipt of a step increase as an achievement award shall not affect the timing of future progression increases.

Section 8. Salary Upon Class Change.

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

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

C. **Salary on Demotion.**

1. **Demotion for Cause.** An employee who has been demoted to a class in a lower salary range shall be paid a salary rate within the range of the class to which such employee has been demoted.

2. **Demotion Other Than for Cause.** An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted as determined by the Agency. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Agency and approval of the Commissioner of Minnesota Management & Budget.

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

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

Section 9. Salary Upon Reinstatement or Reemployment. If a former employee is reemployed or reinstated into a class in which that employee was previously employed, the Agency may make an appointment at the same rate of pay the employee had been receiving at the time of separation from State service and/or the class, plus any automatic adjustments that may have been made since the employee left State service and/or the class. Appointments above such rate of pay must be approved by the Commissioner of Minnesota Management & Budget before they can take effect.

Section 10. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a lower or equal class, or at a rate within a higher range which is equal to the minimum rate for the higher class or at least one step higher than the employee's current salary, whichever is greater.

Section 11. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who separate from State service for reasons other than discharge after ten (10) years of continuous State service and who are immediately entitled at the time of separation to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.

Severance pay shall be equal to thirty-five (35) percent of the employee's accumulated but unused sick leave times the employee's regular rate of pay at the time of separation.

An eligible employee's severance pay shall be distributed as provided in the section on Health Care Savings Plan (HCSP) in this Article.

Employees 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 requirement.

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

Severance for eligible employees returning to State service shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee's subsequent eligibility for severance pay.

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed six (6) months from termination of employment. In the event that a terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 12. Health and Dental Premium Account. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 13. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductible and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable federal law.

Section 14. Dependent Care Expense Account. The Employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

Section 15. State Contribution to Deferred Compensation Plan Contributions. The Employer agrees to provide employees covered by this Agreement with a state-paid contribution to the deferred compensation program under M.S. 352.96. The state-paid contribution shall be in an amount matching employee contributions on a dollar for dollar basis, as permitted by M.S. 356.24, not to exceed $300 per employee per fiscal year.

Section 16. Deferred Compensation Plan. See Article 6, Section 3 for conversion of compensatory time to deferred compensation.

Section 17. Health Care Savings Plan. Employees who separate from State service, for reasons other than layoff or death or discharge with just cause, who are eligible to receive severance pay, and who are immediately eligible for retirement benefits, will have seventy-five percent (75%) of severance pay and one hundred percent (100%) of vacation leave payout converted to a tax-sheltered Health Care Savings Plan (HCSP). The remainder of the eligible severance pay, i.e., twenty-five percent (25%) of severance pay, shall be paid in cash to the employee. Employees who believe they are eligible for exemption from the tax-sheltered account participation shall have their request reviewed by MSRS in accordance with MSRS and Internal Revenue Service guidelines, whose decision shall be final, non-grievable, and non-arbitrable. Employees who do not meet the criteria for the tax-sheltered Health Care Savings Plan (HCSP) or whose severance and vacation payouts total less than two hundred dollars ($200) will receive such payments in cash.

ARTICLE 18 - INSURANCE

Section 1. State Employee Group Insurance Program (SEGIP). During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Article.

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

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

A. **Employees - Basic Eligibility**. Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, or temporary classified, or intermittent employees; (2) student workers; and (3) interns.

B. **Employees - Special Eligibility**. The following employees are also eligible to participate in the Group Insurance Program:

1. **DNR Employees**. An employee of the Department of Natural Resources may meet the basic eligibility requirement for participation in the Group Insurance Program based on a combination of seasonal and temporary project employment. Eligibility commences after completion of three (3) years of continuous service in which the basic eligibility requirements are met; continues until the employee completes a year in which the basic eligibility requirements are not met; and commences again after the employee meets or is anticipated to meet the basic eligibility requirements in one (1) year.

2. **Employees with a Work-related Injury/Disability**. An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.

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

4. **Separated Employees Under M.S. 43A.27**. Pursuant to M.S. 43A.27, Subdivision 3a(1), an employee 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), an employee 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 Article are as follows:

1. **Spouse**. The spouse of an eligible employee (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar ($750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.

   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 employee's child to age twenty-six (26).

   b. **Dependent Child**: A "dependent child" includes an employee's (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) step-child, and (4) foster child who has been placed with the employee 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 employee must be

legally married to the child's legal parent or legal guardian. An employee (or the employee'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 employee'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 employee 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 employee'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 employee.

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

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

   b. Resides with the employee and is dependent upon the employee for principal support and maintenance and is the child of the employee'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 employee'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 employee for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the employee 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 Employee**. If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover the eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent children or grandchildren.

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

   a. termination of employment (except for gross misconduct);
   b. layoff;
   c. reduction of hours to an ineligible status;
   d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
   e. death of employee;
   f. divorce; or
   g. a covered employee's 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**. Employees 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. Employees 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. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

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

1. Employees 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. Employees who hold part-time appointments or seasonal employees 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 (75) percent of the full Employer Contribution.

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

1. **DNR Employees**. An employee of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B1.

2. **Employees on Layoff**. A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently or seasonally laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended eligibility period of six (6) months from the date of layoff.

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

4. **Permanent Layoff**. The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the employee 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 employee 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 employee, while on permanent or seasonal layoff, is rehired to any state job classification with a lesser employer-paid insurance contribution than the employee is receiving under the six (6) months of insurance continuation, the employee 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 employee 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 employee 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, an employee 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.

5. **Work-related Injury/Disability**. An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.

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

1. **General**. An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C2, or while eligible for workers' compensation payments as described in Section 3C3.

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

3. **School Year Employment**. If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.

4. **Special Leaves**. An employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 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. **Employee Coverage**. Beginning on January 1, 2015, for employee health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-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 (85) percent of the dependent premium of the Advantage.

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

1. **Employee Coverage**. For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. 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 (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

Section 5. Coverage Changes and Effective Dates.

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

1. **Newly Hired Employees**. All employees hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible employees will automatically be enrolled in basic life coverage. If employees 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 employee'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.

2. **Eligibility Changes**. Employees who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees 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 employee's residence at the beginning of the insurance year.

   If employees 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.

An employee may change his/her health or dental plan if the employee changes to a new permanent work or residence location, and the employee's current plan is no longer available. If the employee has family coverage and if the new residence location is outside the current plan's service area, the employee shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status. An employee who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period. An employee or retiree may also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

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

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

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

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

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

   c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of

the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.

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

e. A change in the place of residence of the employee, retiree or their spouse, or dependent.

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

g. 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 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.

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

3. **Canceling Employee Coverage**. A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.

4. **Effective Date of Benefit Termination**. Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible employee 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 employee's first day of employment, re-hire, or reinstatement with the State. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependent's coverage become effective before the employee's coverage.

   If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)

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

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

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

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

c. **Optional Life and Disability Coverages**. In order for coverage to become effective, the employee must be in active payroll status and not using sick leave on the first day 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 employee's return to work.

D. **Open Enrollment**.

1. **Frequency and Duration**. There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Each year of the Agreement, all employees 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 the Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement. Subject to a timely contract 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.

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

3. **Materials for Employee Choice**. Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.

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

Section 6. Basic Coverages.

A. **Employee and Family Health Coverage**.

1. **Minnesota Advantage Health Plan (Advantage)**. The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering 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**. Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.

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

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

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

4) **Advantage Benefit Chart for Services Incurred During Plan 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/$500	$550/$1,100	$1,250/$2,500
Office visit copay/urgent care (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

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:
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
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**. In each year of the Agreement, the level of the office visit copayment applicable to an employee and dependents is based upon whether the employee 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 (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

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) **Ambulance**. 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 (100) percent 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 employees 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 employee's plan administrator**. Covered children living with former spouses outside the service area of the employee'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 employees 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. **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.

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

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

   a. **Develop programs**.

      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 employees.

      2) **Pilot Programs**. 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 Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

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

   c. **Employee participation**. The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (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 employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.

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

6. **Post-Retirement Health Care Benefit**. Employees 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. Employees who have a HCSP waiver on file shall receive a two hundred fifty dollars ($250) cash payment. If the employee separates due to death, the two hundred fifty dollars ($250) is paid in cash, not to the HCSP. An employee 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. Employees are eligible for this benefit only once.

B. **Employee Life Coverage**.

1. **Basic Life and Accidental Death and Dismemberment Coverage**. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars ($50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars ($50,000) by filing a waiver in accord with 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.

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
$10,000 - $15,000	$15,000	$15,000
$15,001 - $20,000	$20,000	$20,000
$20,001 - $25,000	$25,000	$25,000
$25,001 - $30,000	$30,000	$30,000
$30,001 - $35,000	$35,000	$35,000
$35,001 - $40,000	$40,000	$40,000
$40,001 - $45,000	$45,000	$45,000
$45,001 - $50,000	$50,000	$50,000
$50,001 - $55,000	$55,000	$55,000
$55,001 - $60,000	$60,000	$60,000
$60,001 - $65,000	$65,000	$65,000
$65,001 - $70,000	$70,000	$70,000
$70,001 - $75,000	$75,000	$75,000
$75,001 - $80,000	$80,000	$80,000
$80,001 - $85,000	$85,000	$85,000
$85,001 – $90,000	$90,000	$90,000
Over $90,000	$95,000	$95,000

2. **Extended Benefits**. An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Employees who were

disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Coverages.

A. **Employee and Family Dental Coverage.**

1. **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.

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

a. **Copayments.** Effective January 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 limitations 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 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.

B. **Life Coverage.**

1. **Employee.** An employee may purchase up to five hundred thousand dollars ($500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of

insurability. An employee 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 Article.

2. **Spouse**. An employee may purchase up to five hundred thousand dollars ($500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee 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 Article.

3. **Children/Grandchildren**. An employee may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2A2 and 2A3 of this Article). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. An employee 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 Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

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

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

6. **Paid Up Life Policy**. At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

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

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

C. **Disability Coverage**.

1. **Short-term Disability Coverage**. An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars ($300) to five thousand dollars ($5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.

2. **Long-term Disability Coverage**. New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from three hundred dollars ($300) to seven thousand dollars ($7,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars ($300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

E. **Continuation of Optional Coverages During Unpaid Leave or Layoff**. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optional held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

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

The limitations set forth above do not apply to leaves that qualify under the Family Medical Leave Act (FMLA)

ARTICLE 19 - EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Agency shall reimburse the employee at the then current Federal IRS mileage reimbursement rate. When a State-owned vehicle is offered and declined by the employee, the Agency or designee shall authorize that mileage be paid at the rate of seven (7) cents per mile less than the IRS mileage rate. However, if a State-owned vehicle is available, the Agency may require an employee to use the State car to conduct authorized State business. The higher rate may be paid if the use of the motor pool vehicle would have resulted in a greater cost to the state than the reimbursement for the personal car rate, or shall be paid if an employee requires a vehicle with hand controls or other adaptive driving devices, or if the vehicle must be large enough to accommodate a wheelchair and such a state owned vehicle is not available.

Section 3. Other Vehicle Transportation Expense. Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed at nine (9) cents per mile more than the IRS

mileage rate. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level changing device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at the rate of fifteen (15) cents per mile.

The Agency may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at the IRS privately owned aircraft mileage rate.

Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Agency to carry automobile insurance coverage beyond that required by law.

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

Section 4. Commercial Transportation. When an employee is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of an Agency, the employee shall be reimbursed for the actual expenses of the mode and class of transportation so authorized. Reasonable gratuities may be included in commercial travel costs. When an employee has a reservation for a flight that is not going to be used, such employee shall be accountable for the cancellation of such reservation.

Section 5. Lodging Expenses. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging. Charges shall be reasonable and consistent with the facilities available. The Agency may authorize the use of rental housing when the use of regular hotel or motel accommodations would result in a greater cost to the State.

Section 6. Meal Allowances. Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity, under the following conditions:

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

B. **Noon Meal**. Lunch reimbursement may be claimed only if the employee is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.

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

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

Breakfast	$ 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 of:

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

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

Section 7. Personal Expenses. Personal expenses for purposes of this Article are defined as dry cleaning, laundry, baggage handling, and personal telephone calls. Employees continuing in a travel status in excess of one week who do not return home during that week may claim reimbursement not to exceed $16.00 per week for laundry and dry cleaning and pressing expenses for each week after the first week. If an employee returns home during a period of time in which he/she continues in travel status, the employee is not eligible for reimbursement for laundry, dry cleaning or pressing in the subsequent week. Receipts must accompany the claim for reimbursement. The employee's judgment is to be used regarding baggage handling expense. Actual personal telephone call charges shall be reimbursed. Documentation is not required; however, an Agency may, at its discretion, request documentation of charges to be reimbursed. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three dollars ($3.00), or up to ten dollars ($10.00) with acceptable documentation.

Section 8. Special Expenses. When prior approval has been granted by an Agency, special expenses, such as registration, conference fees, banquet tickets or meals, incurred as a result of State business, shall also be reimbursed.

Section 9. Temporary Field Assignment. Employees away from their designated permanent or temporary station on unfinished assignments may be allowed mileage reimbursement for trips to their stations on alternate weekends. An employee may return to the station each weekend at State expense if the cost of such return is less than that of remaining in the field.

Section 10. Membership(s) in Professional Organizations. In each fiscal year, the Agency shall reimburse employees in the bargaining unit for membership dues paid to professional organizations related to the employee's job up to a maximum of $200 each fiscal year. At the discretion of the Agency up to $250 may be reimbursed each fiscal year.

Under no circumstances will the Employer reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment with the Employer.

Section 11. Payment of Expenses. Upon submission to the Agency, on the form prescribed by the Agency, an employee shall be reimbursed for expenses incurred by the employee within the payroll period following the payroll period from the time expense reports are submitted to the Agency. Where practical, the Agency may be billed directly.

The Agency shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars ($50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State-issued credit card. If the employee receives such a card, the Agency and the employee may mutually agree to use the card in place of the advance.

ARTICLE 20 - RELOCATION EXPENSES

Section 1. Authorization.

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

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within twelve (12) months, or unless other time extension arrangements have been approved by the Agency.

B. **Required Reimbursement.** The Agency shall reimburse relocation expenses, consistent with Section 2, to eligible employees who:

1. are required by an Agency to change residence as a condition of employment.

2. accepts a layoff option beyond thirty-five (35) miles because no vacancy or bumping option is available within thirty-five (35) miles.

C. **Partial Reimbursement Required**. The Agency shall reimburse relocation expenses, except realtor's fees, to eligible employees who have a layoff option within thirty-five (35) miles of their work location but choose to accept a vacancy or bump to a position beyond thirty-five (35) miles to either maintain or take the least reduction in the hourly rate of pay.

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

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

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

A. **Travel Status**. An employee eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to his/her permanent residence once a week. At the discretion of the Agency, the 90 calendar day period may be extended up to an additional 90 calendar days. Standard travel expenses for the employee's spouse shall be borne by the Agency for a maximum of two (2) trips not to exceed a total of seven (7) calendar days. Employees receiving reimbursement under this section shall not receive mileage 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.

B. **Realtor's Fees** Realtor's fees for the sale of the employee's domicile, in an amount up to $10,000, shall be reimbursed by the Agency. Additional realtor's fees of up to seven (7) percent of the sale price of the employee's domicile may be paid at the discretion of the Agency.

C. **Moving Expenses**. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Agency prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. **Other Expenses.** At their sole discretion, Agencies may authorize payment of additional relocation expenses in their entirety or partially incurred as the result of the work-related move up to the amount of $4,000. These

expenses may include, but are not limited to: fees involved in purchase of housing in the new location, including attorney charges, title insurance, escrow purchase fees and closing fee, loan origination fees, disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 19 Expense Allowances), tax liability incurred on reimbursements exceeding the IRS limits or other direct costs associated with rental or purchase of another residence.

This listing is meant to be exemplary only and not intended to be all inclusive. Employees covered by this subpart may be paid where the employee is relocating from a depressed housing market, where the costs of relocating prevent the employee from accepting the position, or where the Agency has identified other reasons restricting its ability to select the desired employee to fill the position.

No reimbursement will be made for the cost of improvements to new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

(The provisions of D. shall not be subject to arbitration)

ARTICLE 21 – SALARY SAVINGS LEAVE

The Agency may allow an employee to take an unpaid leave of absence if the Agency determines that the following conditions are met: (1) granting an unpaid leave of absence would help alleviate a budget deficit; and (2) other unpaid leaves of absence (other than personal leave) are not applicable to the situation.

Employees taking leaves of absence under these conditions shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the employees had been employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.

ARTICLE 22 - NON-DISCRIMATION

Section 1. Consistent Application. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as defined by statute or executive order. The Council shall share equally with the Employer the responsibilities established by this Article.

Section 2. Employee Responsibility. Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 23 – ADA/WORKER'S COMPENSATION

The Council and the Employer agree that they have a joint obligation to provide reasonable accommodation to individuals qualified under the Americans with Disabilities Act and to place employees returning from workers' compensation injuries. Both parties recognize their responsibility for confidentiality.

If the Agency determines that a contract waiver is necessary, it shall contact the Council with the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Agency proposes to modify that article. The Council retains the right to grieve any contract waiver made without mutual agreement.

ARTICLE 24 – WORK RULES

The Agency may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Agency shall discuss the changes in new or amended work rules with the Council, explaining the needs therefor, and shall allow the Council reasonable opportunity to express its views prior to placing them in effect.

ARTICLE 25 – COMPLETE AGREEMENT AND WAIVER CLAUSE

Section 1. Complete Agreement Between Parties. Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

It is understood by the parties that this contract is the entire Agreement and concludes negotiations for the 2015-2017 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 89th, or subsequent session of the Minnesota Legislature or the Joint Subcommittee on Employee Relations for approval prior to implementation.

Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature. Concurrently, the parties further agree not to support or seek to modify its terms through legislative action which would alter the express provisions of this contract. The Employer shall draft all necessary legislation required to implement fully the provisions of this Agreement.

ARTICLE 26 – SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

If any provision or portion of this Agreement is prevented from being put into effect because of applicable legislative action, Executive Order or regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decisions shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. Provided, however, any provision of this Agreement so prevented from being put into effect shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

ARTICLE 27 - DURATION

This Agreement shall be effective as of the 26th day of August, 2016, and shall remain in full force and effect through the 30th day of June, 2017. It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than January 1 of odd numbered years that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

In witness whereof, the parties hereto have set their hands as the full and complete Agreement between the parties for the duration specified this _____ day of _____, 2016.

FOR THE COUNCIL

Dana Wheeler
Executive Director

Steve Kordosky
2016 President

Mohammed Dehdashti
2015 President

FOR THE EMPLOYER

Myron Frans
Commissioner of Minnesota Management & Budget

Edwin Hudson
Deputy Commissioner / Enterprise Human Capitol

Carolyn Trevis
Assistant State Negotiator

Laura J. Davis
Labor Relations Representative Principal

Matthew Henderson
Compensation Manager

APPENDIX A- SALARY RANGE ASSIGNMENTS

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

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

APPENDIX_B-1
Unit 212 MGEC Engineers
Classes and Salaries as of July 1, 2015

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000285	Engineer 1 Graduate	12	212	01J	20.52	29.12	3,570	5,067	42,846	60,803
000919	Engineer 2 Graduate	12	212	04I	23.06	31.45	4,012	5,472	48,149	65,668
000995	Engineer Administrative	12	212	14K	33.98	50.55	5,913	8,796	70,950	105,548
000997	Engineer Princ	12	212	11K	30.26	45.62	5,265	7,938	63,183	95,255
000994	Engineer Senior	12	212	09J	27.99	40.62	4,870	7,068	58,443	84,815
000556	Engineering Specialist	12	212	05K	23.97	35.43	4,171	6,165	50,049	73,978
002606	Engineering Specialist Senior	12	212	07K	25.93	38.27	4,512	6,659	54,142	79,908
003861	Land Surveyor Admin – Prof	12	212	14K	33.98	50.55	5,913	8,796	70,950	105,548
001401	Land Surveyor In Training	12	212	04I	23.06	31.45	4,012	5,472	48,149	65,668
001933	Land Surveyor Principal	12	212	11K	30.26	45.62	5,265	7,938	63,183	95,255
001402	Land Surveyor Senior	12	212	09J	27.99	40.62	4,870	7,068	58,443	84,815
000584	Radio Engineer 1	12	212	05K	23.97	35.43	4,171	6,165	50,049	73,978
000585	Radio Engineer	12	212	09J	27.99	40.62	4,870	7,068	58,443	84,815
008584	Trainee-Graduate Engineer	12	212	01J	20.52	29.12	3,570	5,067	42,846	60,803
008896	Trainee-Graduate Land Srvyr	12	212	01J	20.52	29.12	3,570	5,067	42,846	60,803
008897	Transp Eng Admin - Uncl	12	212	14K	33.98	50.55	5,913	8,796	70,950	105,548

APPENDIX B-1
Compensation Grid 12
Unit 212 MGEC Engineers
Ranges 01 - 16
Effective 7/1/2015 - 6/30/2016

Comp Code		A	B	C	D	E	F	G	H	I	J	K	
Step		01	02	03	04	05	06	07	08	09	10	11	
Range													Range
01	YR	42,846	44,558	46,312	48,149	50,049	52,075	54,142	56,272	58,443	60,803		01
	MO	3,570	3,713	3,859	4,012	4,171	4,340	4,512	4,689	4,870	5,067		
	HR	20.52	21.34	22.18	23.06	23.97	24.94	25.93	26.95	27.99	29.12		
02	YR	44,558	46,312	48,149	50,049	52,075	54,142	56,272	58,443	60,803	63,183	65,668	02
	MO	3,713	3,859	4,012	4,171	4,340	4,512	4,689	4,870	5,067	5,265	5,472	
	HR	21.34	22.18	23.06	23.97	24.94	25.93	26.95	27.99	29.12	30.26	31.45	
03	YR	46,312	48,149	50,049	52,075	54,142	56,272	58,443	60,803	63,183	65,668	68,278	03
	MO	3,859	4,012	4,171	4,340	4,512	4,689	4,870	5,067	5,265	5,472	5,690	
	HR	22.18	23.06	23.97	24.94	25.93	26.95	27.99	29.12	30.26	31.45	32.70	
04	YR	48,149	50,049	52,075	54,142	56,272	58,443	60,803	63,183	65,668			04
	MO	4,012	4,171	4,340	4,512	4,689	4,870	5,067	5,265	5,472			
	HR	23.06	23.97	24.94	25.93	26.95	27.99	29.12	30.26	31.45			
05	YR	50,049	52,075	54,142	56,272	58,443	60,803	63,183	65,668	68,278	70,950	73,978	05
	MO	4,171	4,340	4,512	4,689	4,870	5,067	5,265	5,472	5,690	5,913	6,165	
	HR	23.97	24.94	25.93	26.95	27.99	29.12	30.26	31.45	32.70	33.98	35.43	
06	YR	52,075	54,142	56,272	58,443	60,803	63,183	65,668	68,278	70,950	73,748	76,671	06
	MO	4,340	4,512	4,689	4,870	5,067	5,265	5,472	5,690	5,913	6,146	6,389	
	HR	24.94	25.93	26.95	27.99	29.12	30.26	31.45	32.70	33.98	35.32	36.72	
07	YR	54,142	56,272	58,443	60,803	63,183	65,668	68,278	70,950	73,748	76,671	79,908	07
	MO	4,512	4,689	4,870	5,067	5,265	5,472	5,690	5,913	6,146	6,389	6,659	
	HR	25.93	26.95	27.99	29.12	30.26	31.45	32.70	33.98	35.32	36.72	38.27	
08	YR	56,272	58,443	60,803	63,183	65,668	68,278	70,950	73,748	76,671	79,678	82,894	08
	MO	4,689	4,870	5,067	5,265	5,472	5,690	5,913	6,146	6,389	6,640	6,908	
	HR	26.95	27.99	29.12	30.26	31.45	32.70	33.98	35.32	36.72	38.16	39.70	
09	YR	58,443	60,803	63,183	65,668	68,278	70,950	73,748	76,671	79,678	84,815		09
	MO	4,870	5,067	5,265	5,472	5,690	5,913	6,146	6,389	6,640	7,068		
	HR	27.99	29.12	30.26	31.45	32.70	33.98	35.32	36.72	38.16	40.62		
10	YR	60,803	63,183	65,668	68,278	70,950	73,748	76,671	79,678	82,894	86,109	89,533	10
	MO	5,067	5,265	5,472	5,690	5,913	6,146	6,389	6,640	6,908	7,176	7,461	
	HR	29.12	30.26	31.45	32.70	33.98	35.32	36.72	38.16	39.70	41.24	42.88	
11	YR	63,183	65,668	68,278	70,950	73,748	76,671	79,678	82,894	86,109	89,533	95,255	11
	MO	5,265	5,472	5,690	5,913	6,146	6,389	6,640	6,908	7,176	7,461	7,938	
	HR	30.26	31.45	32.70	33.98	35.32	36.72	38.16	39.70	41.24	42.88	45.62	
12	YR	65,668	68,278	70,950	73,748	76,671	79,678	82,894	86,109	89,533	93,041	96,737	12
	MO	5,472	5,690	5,913	6,146	6,389	6,640	6,908	7,176	7,461	7,753	8,061	
	HR	31.45	32.70	33.98	35.32	36.72	38.16	39.70	41.24	42.88	44.56	46.33	
13	YR	68,278	70,950	73,748	76,671	79,678	82,894	86,109	89,533	93,041	96,737	100,558	13
	MO	5,690	5,913	6,146	6,389	6,640	6,908	7,176	7,461	7,753	8,061	8,380	
	HR	32.70	33.98	35.32	36.72	38.16	39.70	41.24	42.88	44.56	46.33	48.16	
14	YR	70,950	73,748	76,671	79,678	82,894	86,109	89,533	93,041	96,737	100,558	105,548	14
	MO	5,913	6,146	6,389	6,640	6,908	7,176	7,461	7,753	8,061	8,380	8,796	
	HR	33.98	35.32	36.72	38.16	39.70	41.24	42.88	44.56	46.33	48.16	50.55	
15	YR	73,748	76,671	79,678	82,894	86,109	89,533	93,041	96,737	100,558	104,525	108,680	15
	MO	6,146	6,389	6,640	6,908	7,176	7,461	7,753	8,061	8,380	8,710	9,057	
	HR	35.32	36.72	38.16	39.70	41.24	42.88	44.56	46.33	48.16	50.06	52.05	
16	YR	76,671	79,678	82,894	86,109	89,533	93,041	96,737	100,558	104,525	108,680	112,982	16
	MO	6,389	6,640	6,908	7,176	7,461	7,753	8,061	8,380	8,710	9,057	9,415	
	HR	36.72	38.16	39.70	41.24	42.88	44.56	46.33	48.16	50.06	52.05	54.11	
Step		01	02	03	04	05	06	07	08	09	10	11	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	

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

APPENDIX B-2
Unit 212 MGEC Engineers
Classes and Salaries as of July 1, 2016

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000285	Engineer 1 Graduate	12	212	01J	21.03	29.85	3,659	5,194	43,911	62,327
000919	Engineer 2 Graduate	12	212	04I	23.64	32.24	4,113	5,610	49,360	67,317
000995	Engineer Administrative	12	212	14K	34.83	52.32	6,060	9,104	72,725	109,244
000997	Engineer Princ	12	212	11K	31.02	47.22	5,397	8,216	64,770	98,595
000994	Engineer Senior	12	212	09J	28.69	42.04	4,992	7,315	59,905	87,780
000556	Engineering Specialist	12	212	05K	24.57	36.32	4,275	6,320	51,302	75,836
002606	Engineering Specialist Senior	12	212	07K	26.58	39.23	4,625	6,826	55,499	81,912
003861	Land Surveyor Admin - Prof	12	212	14K	34.83	52.32	6,060	9,104	72,725	109,244
001401	Land Surveyor In Training	12	212	04I	23.64	32.24	4,113	5,610	49,360	67,317
001933	Land Surveyor Principal	12	212	11K	31.02	47.22	5,397	8,216	64,770	98,595
001402	Land Surveyor Senior	12	212	09J	28.69	42.04	4,992	7,315	59,905	87,780
000584	Radio Engineer 1	12	212	05K	24.57	36.32	4,275	6,320	51,302	75,836
000585	Radio Engineer 2	12	212	09J	28.69	42.04	4,992	7,315	59,905	87,780
008584	Trainee-Graduate Engineer	12	212	01J	21.03	29.85	3,659	5,194	43,911	62,327
008896	Trainee-Graduate Land Srvyr	12	212	01J	21.03	29.85	3,659	5,194	43,911	62,327
008897	Transp Eng Admin - Uncl	12	212	14K	34.83	52.32	6,060	9,104	72,725	109,244

APPENDIX B-2
Compensation Grid 12
Unit 212 MGEC Engineers
Ranges 01 - 16
Effective 7/1/2016 - 6/30/2017

Comp Code		A	B	C	D	E	F	G	H	I	J	K	
Step		01	02	03	04	05	06	07	08	09	10	11	
Range													Range
01	YR	43,911	45,665	47,460	49,360	51,302	53,369	55,499	57,671	59,905	62,327		01
	MO	3,659	3,805	3,955	4,113	4,275	4,447	4,625	4,806	4,992	5,194		
	HR	21.03	21.87	22.73	23.64	24.57	25.56	26.58	27.62	28.69	29.85		
02	YR	45,665	47,460	49,360	51,302	53,369	55,499	57,671	59,905	62,327	64,770	67,317	02
	MO	3,805	3,955	4,113	4,275	4,447	4,625	4,806	4,992	5,194	5,397	5,610	
	HR	21.87	22.73	23.64	24.57	25.56	26.58	27.62	28.69	29.85	31.02	32.24	
03	YR	47,460	49,360	51,302	53,369	55,499	57,671	59,905	62,327	64,770	67,317	69,990	03
	MO	3,955	4,113	4,275	4,447	4,625	4,806	4,992	5,194	5,397	5,610	5,832	
	HR	22.73	23.64	24.57	25.56	26.58	27.62	28.69	29.85	31.02	32.24	33.52	
04	YR	49,360	51,302	53,369	55,499	57,671	59,905	62,327	64,770	67,317			04
	MO	4,113	4,275	4,447	4,625	4,806	4,992	5,194	5,397	5,610			
	HR	23.64	24.57	25.56	26.58	27.62	28.69	29.85	31.02	32.24			
05	YR	51,302	53,369	55,499	57,671	59,905	62,327	64,770	67,317	69,990	72,725	75,836	05
	MO	4,275	4,447	4,625	4,806	4,992	5,194	5,397	5,610	5,832	6,060	6,320	
	HR	24.57	25.56	26.58	27.62	28.69	29.85	31.02	32.24	33.52	34.83	36.32	
06	YR	53,369	55,499	57,671	59,905	62,327	64,770	67,317	69,990	72,725	75,586	78,592	06
	MO	4,447	4,625	4,806	4,992	5,194	5,397	5,610	5,832	6,060	6,299	6,549	
	HR	25.56	26.58	27.62	28.69	29.85	31.02	32.24	33.52	34.83	36.20	37.64	
07	YR	55,499	57,671	59,905	62,327	64,770	67,317	69,990	72,725	75,586	78,592	81,912	07
	MO	4,625	4,806	4,992	5,194	5,397	5,610	5,832	6,060	6,299	6,549	6,826	
	HR	26.58	27.62	28.69	29.85	31.02	32.24	33.52	34.83	36.20	37.64	39.23	
08	YR	57,671	59,905	62,327	64,770	67,317	69,990	72,725	75,586	78,592	81,662	84,961	08
	MO	4,806	4,992	5,194	5,397	5,610	5,832	6,060	6,299	6,549	6,805	7,080	
	HR	27.62	28.69	29.85	31.02	32.24	33.52	34.83	36.20	37.64	39.11	40.69	
09	YR	59,905	62,327	64,770	67,317	69,990	72,725	75,586	78,592	81,662	87,780		09
	MO	4,992	5,194	5,397	5,610	5,832	6,060	6,299	6,549	6,805	7,315		
	HR	28.69	29.85	31.02	32.24	33.52	34.83	36.20	37.64	39.11	42.04		
10	YR	62,327	64,770	67,317	69,990	72,725	75,586	78,592	81,662	84,961	88,260	91,768	10
	MO	5,194	5,397	5,610	5,832	6,060	6,299	6,549	6,805	7,080	7,355	7,647	
	HR	29.85	31.02	32.24	33.52	34.83	36.20	37.64	39.11	40.69	42.27	43.95	
11	YR	64,770	67,317	69,990	72,725	75,586	78,592	81,662	84,961	88,260	91,768	98,595	11
	MO	5,397	5,610	5,832	6,060	6,299	6,549	6,805	7,080	7,355	7,647	8,216	
	HR	31.02	32.24	33.52	34.83	36.20	37.64	39.11	40.69	42.27	43.95	47.22	
12	YR	67,317	69,990	72,725	75,586	78,592	81,662	84,961	88,260	91,768	95,359	99,159	12
	MO	5,610	5,832	6,060	6,299	6,549	6,805	7,080	7,355	7,647	7,947	8,263	
	HR	32.24	33.52	34.83	36.20	37.64	39.11	40.69	42.27	43.95	45.67	47.49	
13	YR	69,990	72,725	75,586	78,592	81,662	84,961	88,260	91,768	95,359	99,159	103,064	13
	MO	5,832	6,060	6,299	6,549	6,805	7,080	7,355	7,647	7,947	8,263	8,589	
	HR	33.52	34.83	36.20	37.64	39.11	40.69	42.27	43.95	45.67	47.49	49.36	
14	YR	72,725	75,586	78,592	81,662	84,961	88,260	91,768	95,359	99,159	103,064	109,244	14
	MO	6,060	6,299	6,549	6,805	7,080	7,355	7,647	7,947	8,263	8,589	9,104	
	HR	34.83	36.20	37.64	39.11	40.69	42.27	43.95	45.67	47.49	49.36	52.32	
15	YR	75,586	78,592	81,662	84,961	88,260	91,768	95,359	99,159	103,064	107,135	111,395	15
	MO	6,299	6,549	6,805	7,080	7,355	7,647	7,947	8,263	8,589	8,928	9,283	
	HR	36.20	37.64	39.11	40.69	42.27	43.95	45.67	47.49	49.36	51.31	53.35	
16	YR	78,592	81,662	84,961	88,260	91,768	95,359	99,159	103,064	107,135	111,395	115,800	16
	MO	6,549	6,805	7,080	7,355	7,647	7,947	8,263	8,589	8,928	9,283	9,650	
	HR	37.64	39.11	40.69	42.27	43.95	45.67	47.49	49.36	51.31	53.35	55.46	
Step		01	02	03	04	05	06	07	08	09	10	11	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	

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

APPENDIX C - STATUTORY CITATIONS

Following are citations for laws designated by the legislature which impact state employees. These statutes are subject to change or repeal and not grievable or arbitrable under Article 15 of this contract.

43A.111	Non-Competitive Appointment of Certain Disabled Veterans
43A.15	Work Training Appointment
43A.18	Vacation Donation
3.088	Leave of Absence to Serve as a Legislator or For Election to a Full Time City or County Office
15.62	Athletic Leave of Absence
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
43A.49	Salary Savings Leave
181.940 - 181.9413	Parenting Leave, School Conference and Activities Leave, and Sick Leave Benefits; Care of Relatives
181.945	Bone Marrow Donation Leave
181.947	Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service
181.948	Leave to Attend Military Ceremonies
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative
192.26, 192.261	Military Service
43A.185	Disaster Volunteer Leave

APPENDIX D - STATEWIDE POLICY ON FMLA

The Statewide Family and Medical Leave Act (FMLA) Policy, Procedure, and General Memo are available online at:

- http://www.mn.gov/mmb/images/fmlapol-consolidated_1409.pdf;
- http://www.mn.gov/mmb/images/1409P_FMLA.pdf;
- http://www.mn.gov/mmb/images/fmla-guidance_2014_6.pdf

The Statewide FMLA Policy, Procedure, and General Memo are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

APPENDIX E - GLOSSARY

The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

Actively at Work - Employees are "actively at work" if they are on active payroll status and not using paid or unpaid leave.

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

Administrative Procedures - The procedures of Minnesota Management & Budget developed in accord with M.S. 43A.04, Subd. 4.

Advisory Testing - A process used to determine an employee's qualifications in some transfer, demotion and/or layoff situations. An employee may be authorized to advisory test for transfer and demotion even though the exam is not currently open for application.

Agency - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

Agency Seniority - See Article 13, Section 1B.

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

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

Arbitration - If a grievance has not been satisfactorily resolved after the second step and the Council chooses to arbitrate, an impartial person is selected from a list of people approved by the Council and Minnesota Management & Budget to hear the grievance and render an impartial decision which is binding on the parties.

Bargaining Unit Layoff List - An eligible list which allows employees to be recalled to their former class in seniority units other than the one from which they were laid off. See Article 13, Section 8.

Bargaining Units - Pursuant to M.S. 179A.10, Subd. 2, groupings of employees determined by the Legislature in 1980 and subsequently clarified by the Bureau of Mediation Services as new job classes are created by MMB, based on the type of work performed. See Article 1.

Change in Allocation - Reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a person. An occupied position changed in allocation is considered a vacancy. See Article 11, Sections 1E and 4.

Claiming - An option for filling vacancies, following laterals and recall from the seniority unit layoff list, which allows employees on notice of layoff to request to transfer or demote to another seniority unit. See Article 11, Section 3C and Article 13, Section 6.

Classification Seniority - See Article 13, Section 1C.

Classification Specifications (Class Specs) - Minnesota Management & Budget's description of a job classification including typical responsibilities and the knowledge, skills and abilities required.

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

Confidential Employee - A state employee whose work involves access to information subject to use in collective bargaining or participation in collective bargaining. These employees are not represented.

Copayment - The amount or percentage that an insured person pays for a certain service or product once any deductible, if applicable, has been paid.

Delegated Authority - The responsibility and accountability given to an agency by Minnesota Management & Budget to perform certain classification, examination and appointment functions. This authority varies from agency to agency.

Demotion - The downward movement of an employee to a class which has a maximum salary that is two or more salary steps below the maximum of the current class.

Disabled Person - As defined by the ADA, a person who: 1) has a physical or mental impairment that substantially limits a major life activity, 2) has a record of such an impairment, or 3) is regarded as having such an impairment.

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

Emergency Employee - An employee who is appointed for no more than 45 aggregate work days in any 12 month period for any single Appointing Authority.

Employer - Minnesota Management & Budget, which is considered the Employer of all Executive Branch State employees.

Employment Condition - Any limitation on continuous employment caused by the number of hours of work assigned to an employee and his/her appointment status. Hours of work may be full-time, part-time or intermittent; appointment status may be unlimited, temporary, emergency or seasonal.

Equal Class - A class which is a transfer from the employee's current class. See "Transfer."

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

> Executive Test - Employees who supervise at least two (2) full-time employees (or the part-time equivalent); exercise discretion such as scheduling employees, assigning work and financial planning; effectively recommend or have authority to hire, fire, promote and approve pay increases; and have supervision and management as their primary duty.
>
> Professional Test - Employees in the teaching, artistic and learned professions. "Learned refers to professions requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study (generally, at least a four (4) year degree).

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

First Report of Injury - Related to Workers' Compensation, a form used for reporting injuries that happen to employees during the course of performing their job duties.

F.L.S.A. (Fair Labor Standards Act) - Federal law which governs hours of work and overtime for certain employees. The FLSA is Title 29 United States Code, Chapter 8. The law and related regulations are available on the federal Department of Labor website at www.dol.gov.

F.M.L.A. (Family Medical Leave Act) - Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements. Also see Appendix D - Statewide Policy on FMLA.

Formulary Drugs - List of prescribed drugs covered by each health plan.

Full-time Employee - An employee who is normally scheduled to work 80 hours in a biweekly payroll period.

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

Generic Drug - The chemical name of a drug as opposed to the brand name of the drug. For instance, Benadryl is the brand name of the generic drug diphenhydramine.

Grievance - See Article 15, Section 1.

Hay Evaluation System - A system used by Minnesota Management & Budget to evaluate the relative know-how, problem-solving, and accountability of job classes. Information from Hay evaluations is used to compare job classes for purposes of compensation setting and pay equity.

H.M.O. - Health Maintenance Organization. A prepaid group medical plan that provides a comprehensive, predetermined medical care benefit package.

Incumbent - Employee currently occupying (appointed to) a position.

Intermittent Employee - An employee who works an irregular and uncertain schedule which alternately begins, ceases and begins again as the needs of the agency require.

Job Audit - Process by which a position is reviewed by Minnesota Management & Budget or an Appointing Authority to determine the correct classification.

Just Cause - A standard upon which discipline is based. The definition of just cause varies from case to case. Each has its own unique characteristics and such characteristics must be weighed in assessing the appropriateness and level of discipline as it meets the just cause standards. Where appropriate, supervisors and managers should follow progressive discipline working through oral reprimands, written reprimands and suspensions in order to correct chronic misconduct.

Layoff List - An eligible list of employees laid off, demoted in lieu of layoff or reallocated down from a job class. See "Bargaining Unit Layoff List" and "Seniority Unit Layoff List."

Lower Class - A class which is a demotion from the employee's current class. See "Demotion."

MMB – Minnesota Management & Budget; the Employer of all Executive Branch State employees.

Mobility Assignment - Per Administrative Procedure 1.1, voluntary, limited assignments of classified permanent employees to alternative duties within another state agency, governmental jurisdiction, or private employer. Duration cannot normally exceed two years.

M.S. - Minnesota Statutes.

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

O.S.H.A. - Occupational Safety and Health Act, a federal law which governs safety and health issues in the workplace.

Part-time Employee - An employee who is normally scheduled to work fewer than 80 hours in a biweekly payroll period.

P.E.L.R.A. - Public Employment Labor Relations Act (Minnesota Statute 179A) which governs the relationships between public employers and their employees. Provisions include granting public employees the right to organize, requiring public employers to meet and negotiate with public employees and establishing the responsibilities, procedures and limitations of public employment relationships.

Position Description - A document which defines an individual job's duties and responsibilities and the knowledge, skills, and abilities required to perform them.

Promotion - The upward movement of an employee to a class which has a salary range maximum that is two or more salary steps higher than the maximum of the current class or which requires an increase of two or more steps to pay the employee at the minimum of the new range.

Provisional Appointment - An appointment authorized when no fully qualified person is suitable or available for appointment. Appointment may not normally exceed 12 months. Person must pass the appropriate qualifying exam and/or be qualified in all respects except for completion of a licensure or certification requirement.

Qualified - See Article 13, Section 1H.

Reallocation - See Article 11, Sections 1D, 5 and 6.

Recall - The reappointment of an employee from a layoff list. See Article 13, Section 9.

Reclassification - Change in the allocation of a position to a higher, lower or equal class. See Article 11, Section 1C.

Reinstatement - The appointment of a current or former permanent or probationary classified state employee, who worked in the same class as the vacancy, within four years of separation from the class.

Seasonal Employee - An employee appointed for no more than 10 months during any 12 consecutive months but who is expected to return to work year after year.

Seniority Unit - Defines the area from which an employee is laid off. See Article 13, Section 1F.

Seniority Unit Layoff List - An eligible list which allows employees to be recalled to the same class and seniority unit from which they were laid off. See Article 13, Section 8.

State Seniority - See Article 13, Section 1A.

Temporary Employee - An employee appointed under M.S. 43A.15, subd. 3, with a definite end date. The term of employment may not exceed a total of 12 months in any 24 month period in a single agency.

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

Transfer - The lateral movement of an employee to a position in: 1) the same class in a different agency, or 2) a different class assigned to the same salary range, or 3) a different class with a salary range maximum less than 2 steps higher than the maximum of the current class and where the employee's current salary is less than 2 steps below the minimum of the new class. Reassignment of an employee does not constitute a transfer.

Unclassified Service - All positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees accrue state, but not class, seniority; do not serve a probationary period; are not subject to the bidding or layoff provisions of the contract; can be terminated at will; and are not subject to the just cause test.

Unlimited Employee - An employee whose appointment has no definite end date or specified maximum duration.

Vacancy - See Article 11, Section 1 for definition and exceptions.

Work Training Appointment - The Commissioner may authorize the probationary appointment of person who successfully complete on-the-job State training programs which have been approved by the Commissioner.

DOER Department of Employee Relations

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November 10, 1993
Ms. Claudia Dieter
Executive Director
MN Government Engineers Council
525 Park Street, Suite 208
St. Paul, Minnesota 55103

RE: Graduate Engineer/Senior Engineer

Dear Ms. Dieter:

During negotiations, we have discussed the restructuring of a position to warrant a Senior Engineer classification once the incumbent of a Graduate Engineer position has achieved registration as a Professional Engineer with the Minnesota State Board of Registration. The following provides clarification on this subject.

Normally, a Graduate Engineer 2 would become a Senior Engineer upon achieving registration as a Professional Engineer. There are three ways this may occur:

- A Graduate Engineer 2 receives his/her registration and meets the criteria as outlined in an approved Jr./Sr. plan.

- When a Graduate Engineer 2 is reallocated to a Senior Engineer. This occurs when the Graduate Engineer 2 assumes the responsibilities and authority of a Senior Engineer and obtains registration. Thus, obtaining registration demonstrates that the incumbent is able to fully function as a Senior Engineer.

- A Graduate Engineer 2 is appointed from an appropriate Senior Engineer eligible list to a vacant Senior position. Some of the Senior Engineer exams are open on a continuous basis. For example, the Senior Engineer (Civil) is open on a promotional continuous examination basis.

At the Department of Transportation, movement to the Senior Engineer primarily occurs through reallocation. Agencies such as the DNR and Health have Jr./Sr. plans. In either case, the net effect is that once registration is achieved, movement to a Senior Engineer will occur. Normally, the only time movement does not occur is when the nature of the position does not allow for the assignment of Senior Engineer responsibilities. By far the most frequent avenues to the Senior Engineer are through the first two ways listed above.

Movement from the Land Surveyor to the Senior Land Surveyor occurs through the promotional competitive process or through reallocation.

Sincerely,

John Kuderka /s/
Assistant State Negotiator

DOER Department of Employee Relations

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August 7, 1997

Mr. Glenn West
Executive Director
MN Government Engineers Council
525 Park Street, Suite 303
St. Paul, Minnesota 55103

Dear Mr. West:

During the 1997-1999 negotiations between the State and MGEC, the State agreed to provide a letter explaining our understanding of employees' rights to access and contest information in personnel and supervisor files under the statutes. This letter is not grievable or arbitrable and is subject to future changes under the law. Under the provisions of the Minnesota Data Practices Act, an employee has the right to access personnel data and to authorize release of such data to representatives, provided that the data is specific to the individual making the request and provided that the data have not been designated as confidential or protected non-public. In State agencies, personnel data on employees is maintained by Human Resource offices and management/supervisory staff. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee upon request and in accordance with agency procedures. Questions pertaining to the contents of these files should be brought to the attention of the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of this data. To exercise this right the employee is required to notify the responsible authority in writing describing the nature of the disagreement. Within 30 days the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. This determination may then be appealed pursuant to the Administrative Procedure Act relating to contested cases. Further details are set forth in Minn. Stat., Section 13.04, subd. 4, and Minn. Rules, Chapter 1205 and are subject to future changes in the law or rule. Employees do not have any unilateral right to decide what materials should be placed in their personnel file - only to contest whether the data placed there by the responsible authority is complete and accurate.

Sincerely,

Mary T. Skarda /s/
Labor Relations/Compensation Division

Equal Opportunity Employer

Minnesota Department of Employee Relations

DOER Department of Employee Relations

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September 23, 2005

Dana Wheeler
Executive Director
Minnesota Government Engineers Council
Suite 11, 475 Etna Street
St. Paul, MN 55106-5845

Subject: Lateral Expressions of Interest in Posted Vacancies at MnDOT

Dear Dana:

During negotiations for the 2005-2007 contract, discussions were held regarding the lack of notification and/or information provided to employees who express interest in lateral vacancies.

As a result of these discussions, MnDOT agreed that they shall not be arbitrary, capricious or discriminatory in determining who will be offered an interview. Furthermore, the employee will have the right to request specific feedback as to why he/she was not selected. This may take the form of a written response, phone conversation or a face-to-face meeting.

Sincerely,

Jill M. Pettis, Assistant State Negotiator/Compensation Manager
Labor Relations and Total Compensation

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September 23, 2005

Dana Wheeler
Executive Director
Minnesota Government Engineers Council
Suite 11, 475 Etna Street
St. Paul, MN 55106-5845

Subject: Relocation Expenses

Dear Dana:

During negotiations for the 2005-2007 contract, discussions were held regarding Article 20 - Relocation Expenses. It was agreed that the Appointing Authority would supply the relocating employee with a letter describing the actual and anticipated expenses that will be covered and any other specific terms of the relocation.

A memorandum of understanding between the parties will be required when any of the terms of the relocation vary from the terms set forth in Article 20 - Relocation Expenses.

Sincerely,

Jill M. Pettis, Assistant State Negotiator/Compensation Manager
Labor Relations and Total Compensation

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September 23, 2005

Dana Wheeler
Executive Director
Minnesota Government Engineers Council
Suite 11, 475 Etna Street
St. Paul, MN 55106-5845

Dear Dana:

During negotiations for the 2005-2007 Contract, it was agreed that the Agency will electronically send a copy of the appointment letter to MGEC when there is a new hire into the MGEC bargaining unit or a current employee is appointed to a new position within the MGEC bargaining unit.

Sincerely,

Jill M. Pettis, Assistant State Negotiator/Compensation Manager
Labor Relations and Total Compensation

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June 12, 2007

Dana Wheeler, Executive Director
Minnesota Government Engineers Council
475 Etna Street, Suite 11
St. Paul, MN 55106-5845

Subject: Letters of Expectation

At our bargaining of the 2007-2009 Agreement, the issue of Letters of Expectation was discussed. Please find below the template that the DOER Labor Relations Bureau developed and disseminated for use by agencies when issuing these letters. The template below was modified from the original in that letters of expectation are not placed in the employees personnel file under the terms of the MGEC Agreement.

TEMPLATE
Letter of Expectations

To: Employee
From: Supervisor
Re: Letter of Expectations

You are receiving a letter of expectation which is offered as a constructive means to clarify expectations and improve your performance. This letter is provided to assist you in meeting the expectations I have for you, which are outlined below. This letter should not be considered or perceived by you or others as discipline. This letter of expectations is simply another attempt to bring to your attention concerns about your performance and my expectations for you in the performance of your duties. This letter will not be placed in your personnel file. This step in the performance management process cannot be grieved. However, should you fail to meet the expectations outlined below, you may be subject to discipline, which is grievable.

My expectations and timelines for you are as follows:

-
-
-

You can expect the following from me:

- (regular meetings to review performance, additional training, etc.)
-

I am confident that you will accept this letter as an effort to improve your performance. I am also confident that you will make all necessary efforts to improve your performance. Please contact me if you have questions about the content of this letter.

Note:

Where appropriate, a supervisor may also wish to make a referral to the Employee Assistance Program.

Sincerely,

Anthony F. Brown

Tony Brown
Labor Relations Representative Principal
Labor Relations/Compensation Division

MINNESOTA
Management
& Budget

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.

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