AGREEMENT

between the

MINNESOTA LAW ENFORCEMENT ASSOCIATION

and the

STATE OF MINNESOTA

Dates: July 1, 2017 through June 30, 2019

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PREAMBLE

This Agreement is made and entered into this 5th day of April, 2019, by and between the State of Minnesota and its Department of Public Safety and Department of Natural Resources, Department of Corrections, and Department of Commerce hereinafter referred to as the EMPLOYER, and the Bureau of Criminal Apprehension Agents' Association, Minnesota Conservation Officers' Association, The Minnesota Gambling Enforcement Agents' Association, the Minnesota Fugitive Apprehension Agents' Association, the Commerce Fraud Agents' Association, and Minnesota State Patrol Troopers' Association, hereinafter referred to as the ASSOCIATION.

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 - ASSOCIATION RECOGNITION

Section 1. Recognition.

The Employer recognizes the Association as the exclusive representative of the employees included in the unit certified by the Bureau of Mediation Services, Case No. 97-PCL-1607 (July 11, 1997) as follows:

Unit No. 1, Law Enforcement:

All employees of the Executive Branch of the State of Minnesota who are licensed peace officers, as that term is defined in Minn. Stat. § 626.05, subd. 2, whose employment service exceeds the lesser of fourteen (14) hours per week or 35% of the normal work week and more than sixty-seven (67) days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Ch. 179A.

Section 2. Job Classifications.

Job classifications within the bargaining unit covered by this Agreement are as follows:

Special Agent
Special Agent Senior
Natural Resources Specialist/Conservation Officer-Unit Leader
Natural Resources Specialist 2/Conservation Officer
Natural Resources Specialist 3/Conservation Officer-Regional Training Officer
Natural Resources Specialist 3/Conservation Officer-Special Investigator
Natural Resources Specialist 3/Conservation Officer-Water Resources Specialist
Natural Resources Specialist 3/Conservation Officer-Community Liaison
Natural Resources Specialist 3/Conservation Officer-Pilot
Natural Resources Specialist 4/Conservation Officer-Pilot
State Patrol Trooper
Fugitive Specialist
Commerce Insurance Fraud Specialist

excluding all other job classifications.

State Patrol Troopers who are temporarily scheduled to special duty assignments which carry an exempt rank above that of State Patrol Trooper while on such assignment shall be considered as remaining in the bargaining unit, but shall not be entitled to the provisions of this Agreement while so scheduled in an assignment that carries the temporary rank of Captain or above.

Section 3. New Classes.
Assignment of newly created classes to a bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with M.S. l79A.04, Subd. 2 and 179A.09.

The Employer agrees to notify the Association 14 days prior to petitioning for assignment or reassignment of classifications. Upon the Association's request the Employer and the Association shall meet and confer on such proposed assignment or reassignment of classifications.

ARTICLE 2 - NO STRIKE/NO LOCKOUT

Section 1. No Strike.
Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, or support any strikes, slow-downs, mass resignations, mass absenteeism, the willful absence from their positions, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment for the duration of this Agreement. In the event that any employee in the unit violates this Article, the Association shall immediately notify any such employee, in writing, with a copy to the Employer, to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate this Article may be discharged or otherwise disciplined.

Section 2. No Lockout.
The Employer agrees not to lockout employees for any reason during the term of this Agreement.

ARTICLE 3 - DUES CHECK-OFF

Section 1. Payroll Deduction.
The Employer agrees to cooperate with Minnesota Management & Budget and the Association in facilitating the deduction of the regular monthly Association dues for those employees in the unit who are members of the Association and who request, in writing, to have their regular monthly Association dues checked-off by payroll deduction.

Section 2. Hold Harmless.
The Association agrees to indemnify and hold the Employer and/or Minnesota Management & Budget harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer and/or Minnesota Management & Budget as a result of any action taken or not taken by the Employer and/or Minnesota Management & Budget under the provisions of this Article, including the deduction and remittance of any fair share fees.

ARTICLE 4 - NON-DISCRIMINATION

Section 1. Employer Responsibility.
The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, political affiliation, or any other class or group distinction, as set forth by State or Federal Anti-Discrimination Laws.

Section 2. Association Responsibility.
The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, political affiliation, or any other class or group distinction, as set forth by Federal and State Anti-Discrimination Laws.

Section 3. Consistent Application.
The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, sex, national origin, religion, political affiliation, age, disability, reliance on public assistance, or marital status.

Section 4. Association Membership.
The Employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, or participate in an official capacity on behalf of the Association, which is in accordance with the provisions of this Agreement. The Association shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, and will not discriminate against any employee in the administration of this Agreement because of non-membership in the Association.

Section 5. Jurisdiction.
The parties recognize that jurisdiction for the enforcement of such Anti-Discrimination Laws referred to in Sections 1, 2, and 3 hereof, is vested solely in various state and federal agencies and the courts, and, therefore, complaints regarding such matters, except political affiliation, shall not be subject to Arbitration.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Right to Operate and Direct.
It is recognized that except as expressly stated herein, the Employer shall retain all rights and authority necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to: the right to direct the working forces; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to evaluate employees' performance; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

Section 2. Terms and Conditions of the Agreement.

Any term and condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 - ASSOCIATION RIGHTS

Section 1. Grievance Representatives.

Each Association may designate one employee or his/her alternate in each area or district to function as its grievance representative for the region in which he/she is employed. Each grievance representative shall have the authority to determine the validity of grievances and to process them through the appropriate steps of the grievance procedure.

Section 2. Notification.

The Association shall notify each Appointing Authority or its designee in writing of the names of the employees designated as Grievance Representatives (as well as alternates) and of any subsequent changes. The Employer shall not be required to recognize or hear grievances presented by employees who are not on the list of designated grievance representatives. The grieving employee and/or the grievance representative may be accompanied by an attorney who has been designated as the Association representative beginning at the 2nd step.

Section 3. Association Access.

Upon receiving the Employer's approval, officials of the Association shall be allowed to enter building facilities of the Employer to meet with the employees in the bargaining unit during their lunch and/or break period only, provided such visits shall not interfere with the job duties or responsibilities of any employee.

Section 4. Exclusive Representation.

The Employer will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for employees covered by this Agreement.

Section 5. Bulletin Boards.

The Employer shall make space available on an official bulletin board for the Association's use in posting notices of meetings, elections, minutes, and newsletters. The Association agrees that notices other than those specified in this Article must be submitted to the Employer for approval prior to being posted.

Section 6. Association/Employer Meetings.

The Employer agrees that representatives of the Association and the Employer will meet periodically at mutually convenient times for the purpose of reviewing and discussing their common interests in establishing a constructive Association/Employer relationship.

Section 7. Work Station.

Conservation Officers normally are assigned to work out of their home.

ARTICLE 7 - SAFETY

Section 1. Safety Policy.

It shall be the policy of the Employer that the safety of the employees, the protection of work areas, the adequate training and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. It shall also be the responsibility of all

employees to cooperate in programs to promote safety to themselves and to the public, including participation on departmental safety committees as assigned, and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

Section 2. Accident Report.
All employees who are injured during the course of their employment shall file an accident report no matter how slight the injury, with the designated supervisor, prior to the conclusion of the employee's work day. 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.

Section 3. Equipment and Facilities.
The Employer will make reasonable effort to provide each employee with safe and adequate equipment, facilities, and support services as necessary for the employee to perform his/her assignment.

ARTICLE 8 - ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT

Section 1. Code of Ethics.
Employees in this bargaining unit agree to be bound by the ethical standards in the Code of Ethics contained in Appendix C.

Section 2. Off-Duty Employment.
An employee may accept outside employment during his/her off-duty hours provided such employment is not illegal and/or would not bring discredit to the position, the division or the department and provided the Employer is notified in writing prior to commencing such employment.

This employment may not be in positions, including but not limited to: bartending, gambling manager, dance hall and/or tavern security (during operating hours), driving wreckers, selling automobile insurance, investigating, adjusting or settling automobile accident claims (except that this does not apply to approved accident reconstructionist work if it complies with limitations set by the State Patrol), and photography in connection with vehicle accidents. Employees shall notify their supervisor of their place of employment so that they may be reached in an emergency. Employees shall be required to cease their outside activities if it is later deemed to be in conflict with this Article.

Disputes concerning such determinations by the Employer prohibiting off duty employment are subject to resolution under Article 16, Grievance Procedure, Section 4.

Section 3. Equipment Usage.
Employees engaged in off-duty employment shall not wear state uniforms or use any other state-provided equipment.

Section 4. Disclaimer.
When endorsing a candidate for public office or when taking a public position on an issue, an employee shall clearly state that such endorsement or position is personal and does not imply support for such candidate or position by the department.

ARTICLE 9 - UNIFORMS

Section 1. State Patrol.

The Employer shall furnish such articles of clothing specified by the Employer as part of the uniform. Proper maintenance of uniforms shall be the employee's responsibility. The regulation placing limitations on color and style of such items of clothing as shoes, socks, and under garments to be worn while on duty shall not be construed as their being considered as part of the uniform for purposes of this Article. The Employer agrees to provide each Patrol Officer who is normally required to wear a uniform and is covered by this Agreement a one hundred fifty dollar ($150) per year allowance for necessary uniform items not furnished by the Employer. Troopers serving in assignments for which the normal attire is plain clothes rather than the standard road trooper uniform shall receive an annual clothing allowance of five hundred fifty dollars ($550) payable at the beginning of each fiscal year provided the employee is actually employed and in working status at the beginning of each fiscal year.

Section 2. Conservation Officers.

The Employer shall furnish each employee such articles of clothing as are specified as part of the uniform valued at four hundred fifty dollars ($450) annually. Officers shall be permitted to carry over the remaining portion of the prior year's allowance, not to exceed five hundred dollars ($500). Proper maintenance of uniforms shall be the employee's responsibility. The Employer has the right to set standards for the color, style, cleanliness and condition of such uniforms. The uniform shall include leather boots, dress shoes, and down-like jackets. The Employer shall provide each employee with a soft-body armored vest. Uniforms shall be issued, worn, and maintained in accordance with standards set by the Employer. The Employer agrees to provide each Conservation Officer who is covered by this Agreement a one hundred fifty dollar ($150) per year allowance for necessary uniform items not furnished by the Employer.

The Employer will pay for the initial issue of felt hats, straw hats and any other uniform item that replaces an existing uniform item. The Employer will provide for a direct exchange of straw hats as needed.

Section 3. Special Agents, Fugitive Specialists and Commerce Insurance Fraud Specialists.

The Employer agrees to provide each Special Agent, Fugitive Specialist, and Commerce Insurance Fraud Specialist covered by this Agreement, an annual clothing allowance of five hundred fifty dollars ($550) payable at the beginning of each fiscal year provided the employee is actually employed and in working status at the beginning of each fiscal year.

Section 4. Emblems, Pins, Patches, Badges or Insignia.

Troopers and Conservation Officers shall be permitted to wear one (1) union insignia on the uniform measuring no greater than three-fourths (3/4) inch in length and width, and one (1) small American flag pin. No other such items shall be worn upon the uniform.

ARTICLE 10 - HOLIDAYS

Section 1. Observed Holidays.

The following days shall be observed as paid holidays for all eligible (non-temporary) employees assigned to a Monday through Friday five (5) day operation including all Conservation Officers assigned to the Department of Natural Resources Central Office, all State Patrol Troopers who are

regularly assigned duties with a Monday through Friday operation, all Special Agents, Special Agent Seniors, Fugitive Specialists, and Commerce Insurance Fraud Specialists:

Holiday	Fiscal Year 2018	Fiscal Year 2019
Independence Day	Tuesday, July 4, 2017	Wednesday, July 4, 2018
Labor Day	Monday, September 4, 2017	Monday, September 3, 2018
Veterans Day	Friday, November 10, 2017	Monday, November 12, 2018
Thanksgiving Day	Thursday, November 23, 2017	Thursday, November 22, 2018
Day after Thanksgiving	Friday, November 24, 2017	Friday, November 23, 2018
Christmas	Monday, December 25, 2017	Tuesday, December 25, 2018
New Year's	Monday, January 1, 2018	Tuesday, January 1, 2019
Martin Luther King Day	Monday, January 15, 2018	Monday, January 21, 2019
Presidents Day	Monday, February 19, 2018	Monday, February 18, 2019
Memorial Day	Monday, May 28, 2018	Monday, May 27, 2019

The following days shall be observed as paid holidays for all eligible employees assigned to a six (6) or seven (7) day operation including all Conservation Officers, Conservation Officer Trainees and Field Investigators and Troopers not assigned to Monday through Friday five (5) day operations, as specified above.

Holiday	Fiscal Year 2018	Fiscal Year 2019
Independence Day	Tuesday, July 4, 2017	Wednesday, July 4, 2018
Labor Day	Monday, September4, 2017	Monday, September 3, 2018
Veterans Day	Saturday, November 11, 2017	Sunday, November 11, 2018
Thanksgiving Day	Thursday, November 23, 2017	Thursday, November 22, 2018
Day after Thanksgiving	Friday, November 24, 2017	Friday, November 23, 2018
Christmas	Monday, December 25, 2017	Tuesday, December 25, 2018
New Year's	Monday, January 1, 2018	Tuesday, January 1, 2019
Martin Luther King Day	Monday, January 15, 2018	Monday, January 21, 2019
Presidents Day	Monday, February 19, 2018	Monday, February 18, 2019
Memorial Day	Monday, May 28, 2018	Monday, May 27, 2019

Section 2. Floating Holidays.

Employees shall also receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the time off to use a floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit the number of employees that may be absent on any given day, subject to the operating needs of the Appointing Authority. Floating holidays may not be accumulated or liquidated by cash payment.

Section 3. Alternate Days.

A. **General.** For all employees who are normally scheduled Monday through Friday, when any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday off. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday off. For an employee who is normally scheduled Monday through Thursday, when any of the above holidays fall on a Friday or a Saturday, the preceding Thursday shall be

scheduled as the holiday off. When any of the above holidays fall on a Sunday, the following Monday shall be scheduled as the holiday off. The employee and the employee's supervisor may mutually agree in advance to allow the employee to schedule the holiday off on another day.

B. **State Patrol.**

1) For State Patrol Troopers who are not normally scheduled Monday through Friday, and who are to be off duty on any of the holidays, such Troopers shall be compensated in cash for a normal day's pay at their regular straight time rate (holiday pay) for each of the foregoing holidays, in addition to compensation for the hours actually worked during the week. The normal day's pay is established by the majority of shifts in the current pay period.

2) State Patrol Trooper Technical Sergeants who normally work a forty (40)-hour administrative schedule, and have provided twenty one (21) calendar days' notice to their supervisor, shall have the following options for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

   a) Be scheduled off for the holiday at their regular rate of pay, or

   b) When any one of the above holidays falls on a normally scheduled work day, the Technical Sergeant may work the holiday and be compensated at the rate of time and one-half (1½) for all hours worked in addition to straight time compensation (holiday pay) for the holiday, or

   c) When any one of the six holidays listed above in paragraph 2) falls on a normally scheduled day off, the Technical Sergeant may work a patrol assignment on the actual holiday. Their supervisor will determine the location and start time for the patrol assignment giving consideration to the Technical Sergeant's next regularly scheduled shift. Technical Sergeants will be compensated in cash for the worked holiday assignment at time and one-half (1 1/2) in addition to the regular holiday pay compensation for the observed holiday.

C. **Conservation Officers.** Employees will be credited with eight (8) hours of compensation for each of the holidays, provided the employee is in a payroll status the scheduled work day preceding the observed holiday and the scheduled work day following the observed holiday.

Section 4. Entitlement.

To be entitled to receive a paid holiday, an eligible employee must be in payroll status on the scheduled work day preceding the observed holiday, and the scheduled work day following the observed holiday.

Section 5. Holidays Worked.

Employees who work on any of the above stated holidays shall be compensated at the rate of time and one-half (1 1/2) for all hours worked in addition to straight-time compensation for the holiday.

Section 6. Religious Holidays.

In accordance with M.S. 15A.22, any employee who observes a religious holiday on a day which does not fall on a Sunday, a legal holiday or a holiday listed in Section 1 above, shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify his/her supervisor in writing at least forty-five (45) calendar days prior to the religious holiday. Such days off shall be taken without pay, or upon the election of the employee, shall be charged against accumulated vacation leave or administrative leave.

Section 7. Administrative Time.

Employees of the Bureau of Criminal Apprehension and the Alcohol and Gambling Enforcement Division of the Department of Public Safety, Department of Corrections, and Department of Commerce shall have the option, upon written notice to their

Supervisor, to receive overtime pay for holiday work as administrative time in lieu of cash. In the event that any employee separates from service with a balance of accrued but unused administrative time, the employee shall be paid in cash for such unused administrative time at the employee's regular rate of pay in effect at the time of separation.

Section 8. Pro Rata Pay for Part-Time Employees.

Eligible employees who normally work less than full-time and eligible intermittent employees shall have their holiday pay pro-rated on the following basis:

Hours that would have been worked during the pay period had there been no holiday	Holiday hours earned for each holiday in the pay period
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 79½	7
At least 79½	8

ARTICLE 11 - VACATIONS

Section 1. Vacation Accumulation.

Permanent or probationary full-time employees shall accrue vacation pay according to the following rates:

Continuous Service Requirement	Rates 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	7½ working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8½ working hours
After 30 years	9 working hours

For purposes of determining changes in employee's accrual rate, Continuous Service Requirement shall not include periods of suspension, unpaid non-medical leaves of absence, if they are at least

one (1) full-payroll period in duration. Employees on a military leave under Article 14 shall earn and accrue vacation as though actually working, pursuant to M.S. 196.26.

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

Employees who are normally paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A.

At an employee's request and at the discretion of the Appointing Authority, employees hired into State service from another public sector employer(s), including the United States Armed Forces, where they were in a vacation eligible position may be granted length of service credit in an amount up to the length of time employed by previous public sector employers. Length of service credit shall be subject to the following conditions:

1. There must be evidence to establish that the employee was employed by another public sector employer at the time the State hired the employee
2. The employee must have been in a vacation eligible position with the previous public sector employer
3. The employee must provide the necessary documentation demonstrating his/her previous vacation eligibility status
4. The employee must make a request for credit within sixty (60) calendar days of their start date
5. The length of service credit granted is at the discretion of the Appointing Authority

An employee may accumulate any amount of unused vacation provided that once during each fiscal year the employee's accumulation is reduced to two hundred seventy-five (275) hours or fewer. If this is not accomplished on or before the end of the last day of the fiscal year, the amount of the employee's vacation shall be automatically reduced to two hundred seventy-five (275) hours at the end of the fiscal year.

Unless an employee meets the eligibility requirements for converting vacation to the MSRS Health Care Savings Plan as defined in Article 18, Section 3, an employee separated from state service shall be compensated in cash, at their then current rate of pay, for all vacation leave to their credit at the time of separation, but such payment shall not exceed two hundred sixty (260) hours except in the case of separation due to the employee's death.

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

The Employer shall keep a current record of employee vacation earnings and accruals which shall be made available to such employees, upon request. This requirement may be satisfied by accurately reporting vacation earnings and accruals on the employee's paycheck stub.

Section 2. Vacation Use and Selection.

Employees hired to serve in the job classification of State Patrol Trooper or Natural Resources Specialist 2/Conservation Officer may not use vacation until they have completed Field Training. However, such employees shall accrue vacation beginning on their date of hire.

Vacation days for a State Patrol Trooper shall be deemed to be those days on which the Trooper would have normally been scheduled to work had the Trooper not been on vacation. Upon the mutual consent of the Trooper and the Appointing Authority, other days during the vacation period will be available for a work assignment.

The approval of vacation shall in all cases be made subject to the operating needs of the Employer.

The Employer shall make reasonable efforts to schedule employee vacations at a time agreeable to the employee if adequate scheduling of the work unit permits. Vacation periods will not normally be scheduled for periods in excess of fifteen (15) consecutive working days for BCA Agents and State Patrol Troopers and twenty (20) consecutive working days for Conservation Officers. If it is necessary to limit the number of employees on vacation at the same time in a work unit, the vacation schedules shall be established on the basis of seniority in the event of any conflict over the scheduling.

Whenever practicable, employees shall submit written requests for vacation to their supervisor at least four (4) weeks in advance of their vacation. When practical, the supervisor shall respond to such written requests within two (2) weeks of receiving such request. When advance written requests are impracticable, employees shall secure the approval of their supervisor at the earliest opportunity. Nothing in this Section shall be construed to preclude employees from requesting and being granted vacation periods of one (1) day.

Except for those Conservation Officers at the maximum of their vacation accrual who are about to lose vacation leave, four (4) regular days off shall be scheduled in the payroll period prior to vacation leave being granted. Notwithstanding the above, the Appointing Authority may grant vacation of up to eight (8) hours to Conservation Officers (who are eligible for vacation leave) who have not worked eighty (80) hours as of the last day of the payroll period and who have not taken four (4) regular days off in the payroll period.

Section 3. Vacation Charges.

An employee who uses vacation shall be charged only for the number of hours they would have been scheduled to work. Holidays that occur during vacation periods will be paid as holidays and not charged as vacation days. Vacation charges shall be computed on the basis of the number of hours in the employee's normal work day, not to exceed ten (10) hours.

Section 4. Cancellation of Vacation Leave.

If the Appointing Authority finds it necessary to cancel a scheduled vacation, the affected employee shall be given priority consideration in rescheduling their vacation. When the Appointing Authority cancels vacation leave for State Patrol Troopers, it shall be subject to the compensation provisions of Article 25, Overtime.

Section 5. Vacation Accrual Restoration.

An employee who is reinstated or reappointed to State service within four (4) years from the date of resignation in good standing or retirement shall accrue vacation leave at the same rate and with the same credit for length of service that existed at the time of such separation.

ARTICLE 12 - COMMUNICATION EXPENSES

The Employer agrees to pay the cost of one (1) telephone bill of each Conservation Officer monthly. Charges for all personal long-distance calls and other non-standard charges, including telephone rentals, or multiple line fees or charges, or extension line fees or charges are the

responsibility of each employee. In no event shall the Employer be liable for any telephone charges incurred by State Patrol Officers, Special Agents and Special Agent Seniors.

Each Conservation Officer shall be given a one-time only payment of thirty dollars ($30) to purchase a phone for state use.

ARTICLE 13 - SICK LEAVE

Section 1. Sick Leave Accumulation.

Employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire.

Employees on a military leave under Article 14 shall earn and accrue sick leave as though actually working, pursuant to M.S. 196.26.

An employee who transfers or is transferred to another Appointing Authority without interruption of service shall carry forward accrued and unused sick leave.

Each agency shall keep a current record of sick leave earnings and accrual which shall be made available to such employees upon request. Employees being paid for less than a full eighty (80) hour pay period will have sick leave accruals pro-rated in accordance with Appendix B.

Section 2. Sick Leave Utilization.

An employee shall be granted sick leave with pay to the extent of his/her accumulation for absences necessitated by the following conditions:

A. **Employee.**

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. illness of the employee's minor or dependent children/step-children/foster children (including wards, and children for whom the employee is legal guardian)
2. illness of a spouse or parent/step-parent who is living in the same household of the employee
3. birth or adoption of a child
4. to accompany the employee's spouse, minor or dependent children/step-children/foster children (including wards or children for whom the employee is legal guardian) or parents who are dependent on the employee for care to dental or medical appointments. To the extent practicable, the employee will give fourteen (14) calendar days' notice of such appointments
5. to arrange for necessary nursing care for members of the family, as specified in B.1. and B.2. above
6. illness or injury of other family members as provided by state law

See also: Appendix N letter dated August 15, 2014 regarding employee usage of accrued sick leave for the illness and injury of certain family members; and Minn. Stat. § 181.9413. To the extent that any language of this Section 2.B. is contrary to the statute, the statutory provisions shall prevail.

Sick leave granted under Subsection B above shall be for such reasonable periods as the employee's attendance may be necessary; however, such leave shall be limited to not more than five (5) days to arrange for necessary nursing care for members of the family or birth or adoption of a child. The use of such leave may be extended to cover extenuating circumstances provided prior approval has been received from the Appointing Authority.

An employee who is reinstated within four (4) years from the date of resignation in good standing or retirement shall have his/her accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department, provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

Employees utilizing leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Appointing Authority when the Appointing Authority has reasonable cause to believe that an employee has abused or is abusing sick leave. The abuse of sick leave shall constitute just cause for disciplinary action.

C. **Bereavement Leave.** The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents, step-parents, grandparents of spouse, parents of spouse, grandparents, guardian, children, step-children, grandchildren, brothers, sisters, step-brothers or sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of the employee's accumulation.

Section 3. Requests.

To be eligible for sick leave payment, an employee must notify his/her designated supervisor or his/her designee as soon as possible prior to the starting time of his/her scheduled shift. This notice may be subsequently waived by the supervisor if it is determined that the employee could not reasonably have been expected to comply with this requirement.

Section 4. Sick Leave Charges.

An employee utilizing sick leave shall be charged for only the number of hours he or she was scheduled to work during the period of his or her sick leave. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day. Employees who because of the nature of their job schedule their own time shall be limited to a maximum of eight (8) hours of sick leave for each work day.

Section 5. Psychological or Physical Examinations.

No employee shall be referred to any counseling, psychiatric, or physical testing or examination unless the Appointing Authority has reasonable cause to believe that the employee is unfit for duty, and, in the event of a referral to a psychological or psychiatric examination, is a threat to the health and safety of either himself/herself or others. Upon request, such referral shall be made in writing to the employee stating in full the reasons for said referral.

If an employee is unable to perform the duties of his/her position as a result of an injury, illness, or disability, the employee may be placed on an unpaid leave of absence for a period not to exceed one (1) year in duration.

A referral for a psychological or psychiatric examination shall be made to a psychologist or psychiatrist associated with a medical institution to be mutually agreed upon by the Appointing Authority and the Association within thirty (30) calendar days of the date of the employer's

decision to make the referral. If the parties are unable to mutually agree as stated above, the Appointing Authority shall be free to send an employee to the psychologist or psychiatrist of the Appointing Authority's choosing.

The Appointing Authority agrees that it will limit documentation related to a psychological or psychiatric examination in an employee's personnel file to the practitioner's medical conclusion as to whether that employee is fit for duty. The Appointing Authority agrees to maintain the information noted above in strict confidentiality unless it becomes the subject of a grievance.

In the event of a grievance arising from an Appointing Authority's determination of an employee's fitness to perform his/her job, where a psychological or psychiatric examination has been conducted, the Association agrees that the employee shall waive patient/doctor confidentiality to allow access to his/her medical records by the Appointing Authority or the grievance shall be deemed waived.

Section 6. Deadly Force Situations.

Employees involved in the use of deadly force during police incidents shall be given the remainder of the shift and the following day off without loss of pay. Such employee shall be sent to a professional counselor. The employee shall be permitted to select the professional counselor. If further leave is necessary, the employee shall be permitted to use his/her banked sick leave.

ARTICLE 14 - LEAVES OF ABSENCE

Section 1. General Conditions.

Except as otherwise provided in this Agreement, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be discretionary with the Employer and must be approved by the Employer in advance. If an employee fails to contact his/her Appointing Authority for an extension prior to the end of the leave, he/she shall be deemed to have voluntarily resigned.

Deductions from leave accumulations for an employee on leave with pay shall be made on a working day basis and no charge shall be made from leave accumulations for holidays or non-work days occurring at the beginning or during a period of leave with pay. No charge will be made for holidays or non-work days occurring at the end of a period of leave with pay if the employee returns on the first day thereafter or is granted additional leave without pay. If the employee is granted additional leave without pay, such employee will not be credited for a holiday occurring at the end of the period of leave with pay unless and until that employee returns to work at the expiration of the leave without pay. Vacation and sick leave hours shall not be used in the payroll period in which they are earned, but shall be credited to the employee's records at the end of that payroll period. An employee on layoff does not earn vacation and sick leave.

Accrual of vacation and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

Upon return from an approved leave of absence without pay, the employee shall have his/her previously earned seniority, vacation and sick leave accruals restored. Time spent on an unpaid

leave of absence shall not count towards an employee's seniority, with the exception of approved military leaves, maternity/paternity leaves and approved political leaves.

The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval or under circumstances where the Employer finds that it is necessary that the employee return to work.

Section 2. Leaves with Pay.

A. **Military Reserve Training.** Employees shall be entitled to leave of absence with pay for service in the armed forces of the United States or the State of Minnesota as now or hereafter authorized by law. (M.S. 192.26).

B. **Jury Duty.** Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work. If an employee is excused from jury duty prior to the end of his/her work shift, he/she shall return to work as directed by the Employer or make arrangements for a leave of absence.

C. **Court Appearance.** Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena on behalf of the Appointing Authority or other direction of proper authority on behalf of the Appointing Authority other than those instituted by an employee or the exclusive representative.

D. **Voting Time.** Any employee who is entitled to vote in any statewide primary or general election, 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 from his work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the Employer. Employees who are not eligible to vote or who have not intention to vote shall not be entitled to benefits under this Article. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

E. **Olympic Games.** Leave shall be granted for preparation for and participation in world, Olympic or Pan-American games pursuant to M.S. 15.62, Subd. 3 as amended by Laws of 1979, Chapter 208, Section 1.

F. **Military Pre-Induction.** Leave shall be granted for the period of time required to report and be processed through pre-induction examination(s) conducted by the armed forces preliminary to military service.

G. **Administrative Leave.** The Appointing Authority may at its discretion place an employee on paid administrative leave for up to thirty (30) calendar days where the employee has been involved in a critical incident or where continued presence in the workplace poses a risk to the employee or the organization. Upon placing an employee on administrative leave, the Appointing Authority shall notify the employee in writing of the basis for placing the employee on such leave and the estimated duration of the leave. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than thirty (30) calendar days, unless the Association has agreed to an extension(s) of longer

duration. It is the Appointing Authority's policy to return an employee to active duty status as soon as is practical and prudent.

H. **Investigation Leave.** The Appointing Authority may, at its discretion, place an employee on leave with pay pending an investigation of misconduct by that employee which may result in discipline. If the investigation leave extends past thirty (30) calendar days, the Association may periodically request and the Appointing Authority shall provide an update on the status, but not the contents, of the investigation. It is the Appointing Authority's policy to return an employee to active duty status as soon as practical and prudent.

I. **Paid Parental Leave.**

1. **Length of Leave:** Paid parental leaves of absence of up to six (6) consecutive weeks shall be granted to eligible state employees who request such leave following the birth or adoption of a child.

2. **Eligibility.** Employees are eligible if they meet eligibility criteria for Family and Medical Leave Act ("FMLA") leave, which generally means the employee has been employed by the Employer for twelve (12) months and has worked at least 1,250 hours during the year immediately preceding the leave. Paid parental leave ("PPL") is available to employees who experience the following qualifying events:

   - an employee or their spouse/partner gives birth to the employee's child
   - a child is placed in the employee's home for adoption, or
   - a child is placed in the employee's home to adjudicate parentage in cases of surrogacy when the employee is the intended parent

3. **Use.** Eligible employees must complete PPL within six (6) months of the qualifying event. At the Appointing Authority's discretion, employees may be allowed intermittent or reduced schedule use of leave, which must be completed within twelve (12) months of the qualifying event. PPL not used within the required timeframe shall not be carried over or cashed out.

4. **Interaction with Other Leaves**. Paid parental leave will run concurrently with any unpaid leave(s) that parents may be entitled to under other provisions of this Agreement or provided by law. Employees shall not receive other types of paid leave provided by this Agreement (*e.g.*, sick, vacation, compensatory time) for hours for which they are receiving PPL.

Section 3. Unpaid Leaves of Absence.

A. **Unclassified Service.** Upon approval of the Employer, an Appointing Authority may grant a leave of absence without pay to a permanent or probationary employee to permit the employee to accept a position in the unclassified service. Such leave may be continued during the period of service in the unclassified service position and the employee, upon request to the Employer within sixty (60) calendar days of the termination of the appointment, shall be restored to a position in the same class and with the same status held at the time of the granting of the leave of absence. (M.S. 43A.08).

B. **Military Leave.** Employees shall be entitled to military leave of absence without pay as authorized by M.S. 192.261.

C. **Association Business**. Upon the request of the Association, the Employer shall approve written requests for leave without pay for employees elected to any Association office or selected by the Association to do work which takes them from their employment with the Employer.

D. **Parental Leave.** A Parental leave of absence shall be granted to a permanent, probationary or unclassified natural parent or adoptive parent for a period not to exceed six (6) months, when requested in conjunction with the birth or adoption of a child. Parental leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.

E. **Medical**. Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Employer for up to one (1) year because of sickness or injury limited to a cumulative total of one (1) year per illness or injury. The recurrence of a prior illness or injury shall be deemed a new illness or injury if recurrence occurs at least six months after the employee has returned to work from the initial illness or injury. This leave may be extended at the sole discretion of the Employer.

An Employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Employer, which shall include a statement of the nature of the illness, duration of the leave and the extent of the employee's incapacity to perform his/her duties. When the Employer has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are requested by the Employer, the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned his/her employment with the Appointing Authority.

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

G. **Precinct Caucus or Convention.** Upon forty-five (45) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.

H. **Related Work.** Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of state service which is funded by a government or private foundation grant and which is related to the employee's current work.

A. **Political Leaves.**

1. The political election and campaign activities of employees shall be governed by M.S. 43A.32.

2. General Conditions for Political Leaves. This unpaid leave of absence shall not affect the employee's accrued seniority rights.

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

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Disciplinary action by the Appointing Authority shall be imposed for just cause only. Except in cases of discharge, the intent of discipline is to be corrective in nature. Disciplinary actions may include any of the following, but not necessarily in this order.

1. Oral Reprimand (not grievable or arbitrable)
2. Written Reprimand
3. Suspension (By mutual agreement of the Appointing Authority and the employee, 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 the unpaid suspension.)
4. Demotion
5. Discharge

The Appointing Authority may, at its discretion, place an employee on leave with pay pending an investigation pursuant to the provisions of Article 14, Section 2.H.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the written reprimand.

When the Appointing Authority suspends, demotes or discharges a permanent employee, he/she shall notify the employee in writing of the reasons for such action, with a copy to the Association.

Section 2. Demotion or Discharge of a Permanent Employee.

Except for employees referenced in Section 2, subsection A, the Appointing Authority shall not demote or discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for demotion or discharge, the employee and the Association shall be notified, in writing, that the employee is to be demoted or discharged with the reasons therefor, and the effective date of the demotion or discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her and to present his/her side of the story. The right to such meeting shall expire at the end of the 5th calendar day after the notice of demotion or discharge is delivered, unless the Appointing Authority and the employee mutually agree otherwise. The demotion or discharge shall not become effective during the period when the meeting may occur. The employee shall remain in paid status during the time between the notice of demotion or discharge and the expiration of the meeting. However, if the employee was not in paid status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in paid status does not apply.

A. **State Patrol Trooper Procedure.**

1. Oral and written reprimands shall be imposed for just cause only. The Appointing Authority shall give the employee a copy of the written reprimand at the time it is imposed. Oral reprimands shall not be grievable or arbitrable under any provision of this Agreement.
2. A Trooper who has completed twelve (12) months of continuous employment shall not be suspended, demoted or discharged except for just cause, including those reasons contained in M.S. 299D.03, Subd. 8.

When the State Patrol Chief ("Chief") or his/her designee intends to bring charges against a trooper, he/she shall give the employee and the Association written notice of his/her intent to take disciplinary action and the reasons therefore, except in cases involving immediate suspension or discharge. The Chief shall then set a date for an informal meeting between the Chief or his/her designee, within five (5) working days, the Association and the Trooper against whom disciplinary action may be taken. The meeting will be held for the purposes of discussing the proposed charges against the Trooper; to provide an opportunity to hear an explanation of the evidence against him/her; and any disciplinary action under consideration. The employee may present his/her side of the story. Any agreement reached in the informal meeting shall be reduced to writing and signed by both parties.

Notwithstanding the above, the parties may mutually agree that an informal meeting is not necessary or that such meeting would serve no purpose. If either party desires to go forward, the Chief shall hold an informal meeting.

If no agreement is reached and if charges are made against a Trooper they shall be made in writing and be signed and sworn to by the Appointing Authority which may suspend such employee before any hearing on the matter. Such charges shall be served upon the employee personally or by leaving a copy of his/her usual place of abode with some person of suitable age and discretion residing therein.

Section 3. Personnel Records.

The employee shall receive copies of and be permitted to respond to all letters of commendation or complaints that are entered and retained in the employee's personnel file. Upon written request of an employee, the contents of his/her personnel file shall be disclosed to the employee, his/her Association Representative, and/or his/her legal counsel. If no disciplinary action is taken against an employee for a period of two (2) calendar years following a written reprimand, upon written request of the employee, the Employer shall remove all records of the written reprimand from the employee's personnel file. If no disciplinary action is taken against an employee for a period of three (3) calendar years following a suspension or demotion, upon written request of the employee, the Employer shall remove all records of the suspension or demotion from the employee's personnel file. Notwithstanding any provisions of this Article, the Association agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the personnel file for administrative purposes.

The Employer agrees that when an employee has not formally requested a written reprimand to be removed in accordance with this Section above, the written reprimand shall not be offered as evidence in an arbitration.

Section 4. Association Representation.

An employee who is to be disciplined by suspension or discharge shall have an Association Representative present when so advised.

The Employer shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for an Association Representative. Any employee waiving the right to such representation must do so in writing. A copy of such waiver shall be furnished to the Association.

The employee shall be advised of the nature of the allegation(s) prior to questioning and, if possible, the time and location of the alleged incident.

Nothing in this section shall limit an employee's rights under the Minnesota Peace Officers Discipline Procedures Act, M.S. § 626.89.

Section 5. Disclosure. Prior to any arbitration hearing or a hearing before an arbitrator pursuant to M.S.A. 299D, the Employer and the Association, upon written demand, shall make full disclosure of the names and addresses of all witnesses that either side may call to testify, and shall permit the inspection and copying (with expenses paid by the requesting party) of all documents and physical evidence which may be used at such hearing.

Section 6. Dismissal of a Probationary Employee. During any period of job probation in this unit, an employee shall not have access to the grievance procedure for the purpose of grieving non-certification or discharge. Probationary employees shall not be subject to any arbitration provision of this Agreement nor shall the employee be subject to the provisions of M.S.A. 299D.03. See also Article 21 – Bidding on Vacant Positions; Probation Section 4. Probationary Period.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1. Definition.

For the purposes of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of the Agreement. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific article(s) and section(s) of the Agreement involved. It shall be signed and dated by the employee(s) and/or Association Representative. 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 to the employee's satisfaction by informal discussion, it shall then be settled in accordance with the procedure listed below.

Section 2. Choice of Remedy.

A Trooper who has been charged and is subject to suspension, demotion and discharge shall have five (5) calendar days after being served with said charges to elect in writing either the contract grievance procedure or the 299D.03 statutory appeals procedure, but in no event may he/she use both procedures.

Section 3. Processing Grievances.

It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided is limited by the security requirements and the operational needs of the department and shall, therefore, be accomplished during working hours only when consistent with such needs. The grievance representatives (no more than two) involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours provided the grievance representative and the employee have notified and received the approval of their supervisor(s) to be absent to process the grievance.

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 Association 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. Contract Grievance Steps.

STEP 1: If the grievance is not satisfactorily resolved informally and the employee wishes to appeal the grievance to Step 1 of the grievance procedure, it shall be reduced to writing 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. No grievance shall be heard which has been filed later than twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance. The Association Officer, and/or his designee, with or without the employee, shall present such first step grievance to the Appointing Authority's designee. The Appointing Authority's designee shall attempt to resolve the matter in an equitable manner and shall respond to the Association Representative within seven (7) calendar days after such presentation.

STEP 2: If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the head of the administrative unit or division director or his/her designee within ten (10) calendar days of receipt of the Appointing Authority's Step 1 answer. The Association Officer and/or his designee shall present the grievance to the Appointing Authority's designee. The Appointing Authority's designee shall respond to the Association Representative within seven (7) calendar days.

STEP 3: If the grievance is not satisfactorily resolved in Step 2 and the employee wishes to appeal the grievance to Step 3, it shall be referred in writing to the Appointing Authority or his/her designee within ten (10) calendar days of receipt of the Step 2 answer. The Association Representative and the Association Officer shall present the grievance to the Appointing Authority. The Appointing Authority shall respond to the Association Representative within seven (7) calendar days.

ARBITRATION: If the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee, the Association may refer the grievance to arbitration in writing to the State Negotiator within fourteen (14) calendar days of receipt of the Appointing Authority's answer. An employee who is eligible and elects to use the procedure under M.S. 197.46 cannot also use the arbitration provisions of this Agreement. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) calendar days after the Association requests such action. If the parties fail to mutually agree upon the arbitrator within the said seven (7) day period, either party may request a list of not less than five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Association shall have the right to strike not less than two (2) 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 and the process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and proceedings shall be borne by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. The decision of the arbitrator shall be final and binding upon the parties and the employee(s). The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Representative. The arbitrator shall notify the employee, the Association Representative and the Employer of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. 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 both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 5. Arbitrator's Authority.

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

Section 6. Time Limits.

If the grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed to the next step or steps within a specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association 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 Employer and the Association in each step, and such extension will not be unduly withheld. By the mutual agreement of the Employer and the Association, the parties may waive Steps 1, 2 and 3.

Section 7. Other Forms of Alternative Dispute Resolution (ADR).

By mutual agreement between the Association 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 Association 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, if any, and the proceeding shall be borne equally by the Appointing Authority and the Association; however, each party shall be responsible for compensating its own representatives and attendees. Unless the Employer and the Association 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 17 - INJURY ON DUTY

The parties recognize that employees working in law enforcement and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who, in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties involving enforcement, investigation or assistance shall be compensated in an amount equal to the difference between the employee's regular rate of pay and benefits paid under worker's compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to three hundred (300) times the employee's regular hourly rate of pay per disabling injury.

ARTICLE 18 - SEVERANCE PAY

Section 1. Eligibility.

A. **General Rule.** All employees who have accrued twenty (20) years or more state seniority shall receive severance pay upon any separation from state service except for discharge based on a felony conviction.

B. **Separation with Less Than Twenty (20) Years of Service.** Employees with less than twenty (20) years state seniority shall receive severance pay upon separation due to: attaining the mandatory retirement age; death; or lay off; (except for seasonal layoffs.)

C. **Separation with Eligibility for Retirement Annuity.** Employees who separate from state service after ten (10) years of state seniority and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.

D. **Separation Following Reinstatement after Layoff.** Employees who are reappointed to State service after receiving severance resulting from a layoff are eligible for additional severance upon separation after the reappointment only if they meet the continuous State service requirement. Service credit shall include the time served in continuous State service prior to the layoff and the time served on the layoff list.

E. **Separation Following Reappointment to State Service.** Employees who are reappointed to State service after receiving severance as a result of meeting the years of service requirement are eligible for additional severance upon separation based on their prior years of service.

Section 2. Calculation.

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

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and may be paid at the employee's option, over a period not to exceed two (2) years 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.

For employees who become eligible for additional severance upon reappointment or reinstatement under Sections 1.D. or 1.E., such additional severance pay 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 or reinstated and the amount of accumulated but unused sick leave at the time of the employee's subsequent eligibility for severance pay.

Section 3. MSRS Health Care Savings Plan.

Employees who, for reasons other than layoff or death, are eligible to receive severance pay shall have one hundred percent (100%) of severance pay, as defined in Article 18, Section 1, deposited to an MSRS health care savings account in lieu of payment in cash. Employees who do not meet the requirements for the health care savings account, or whose combined vacation and severance pay totals less than five hundred dollars ($500), shall receive the severance payment in cash.

Employees who are eligible to receive payment for accrued and unused vacation upon separation from employment pursuant to Article 11, Section 1 of this Agreement, shall have one hundred

percent (100%) of such vacation pay deposited to an MSRS health care savings account in lieu of payment in cash. Employees who do not meet the requirements for the health care savings plan account, or whose combined vacation and severance pay totals less than five hundred dollars ($500), shall receive the vacation pay in cash. Employees who are eligible to receive a vacation payoff, but not severance, are still required to participate in the Health Care Savings Plan.

ARTICLE 19 - EXPENSE ALLOWANCES

Section 1. General.

The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. The employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority 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 Appointing Authority shall reimburse the employee at the current IRS rate on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, the Appointing Authority or designee shall authorize that mileage be paid at a rate of seven (7) cents per mile less than the current IRS rate on the most direct route. 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 Employer to carry automobile insurance coverage beyond that required by law.

Section 3. Commercial Transportation.

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

Section 4. Overnight Travel.

Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual costs of meals while away from their home station, up to the maximums stated in subsection B of this Section 4. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed sixteen dollars ($16.00) per week for laundry. Employees in travel status in the metropolitan areas listed in Section 4B shall be allowed actual cost not to exceed twenty dollars ($20.00) per week for laundry.

A. 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:

   1. **Breakfast.** Breakfast reimbursement may be claimed only if the employee is on assignment away from home station in a travel status overnight, or departs from home in an assigned travel status before 6:00 a.m.

   2. **Noon Meal.** Lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or

permanent work station and the work assignment extends over the normal noon meal period.

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

4. There shall be no reimbursement for the costs of any meal where the cost of such meal is included in the lodging, transportation or conference costs. The exception would be a documented need for a special diet.

B. Except for the metropolitan areas listed below, the maximum reimbursement for meals, including tax and gratuity, shall be:

Breakfast	$ 9.00
Lunch	$11.00
Dinner	$16.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	$11.00
Lunch	$13.00
Dinner	$20.00

The metropolitan areas are:

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

The Metropolitan areas also include any location outside the forty-eight (48) contiguous United States.

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.

C. Employees in overnight travel status shall also be entitled to reimbursement for the following expenses:

1. **Telephone Calls.**

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

b. Actual personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three (3) dollars. The Appointing Authority may require proof of such charges.

2. **Baggage Handling.** Reasonable costs and gratuities for baggage handling.

Section 5. Special Expenses.

When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees, banquet tickets or meals incurred as a result of state business, shall also be reimbursed.

Section 6. Payment of Expenses.

The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars ($50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State issued credit card. If the employee receives such a card, the Appointing Authority and the employee may mutually agree to use a card in place of an advance. Reimbursements shall be made within the payroll period following the payroll period in which the employee submits the expenses.

ARTICLE 20 - RELOCATION EXPENSES

Section 1. Authorization.

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

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

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

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

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

Section 2. Covered Expenses.

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

A. **Travel Status.** Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses, by mutual agreement of the Appointing Authority and the employee, either to: 1) be lodged at their new work station and to return to their original work station once a week; or 2) travel between their original work station and their new work station on a daily basis. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

B. **Realtor's Fees.** Realtor's fees for the sale of the employee's domicile, not to exceed ten thousand dollars ($10,000) shall be paid by the Appointing Authority.

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 Appointing Authority 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 supporting blocks, skirts, and/or other attached fixtures.

D. **Miscellaneous Expenses.** The employee shall be reimbursed up to a maximum of five hundred dollars ($500.00) for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, 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 20 Expense Allowances), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

ARTICLE 21 - BIDDING ON VACANT POSITIONS; PROBATION

Section 1. Conservation Officers.

When a permanent vacancy occurs in an assigned patrol area, the Employer will notify the employees by mail of the vacancy and the date specified by which the vacancy will be filled. It shall be the policy of the Employer to select the most senior qualified bidder in the same classification on the basis of their qualifications and ability to satisfactorily perform the duties of the vacant position. Vacancies in the Natural Resources Specialist 2/Conservation Officer classification,

however, shall be open to bid by employees in other Natural Resources Specialist/Conservation Officer classifications who have previously served in the Natural Resources Specialist 2/Conservation Officer classification or for other bargaining unit employees that are determined to be qualified by the Employer. In addition, the Appointing Authority may, at its discretion, consider an expression of interest to return to the bargaining unit from an employee occupying an excluded position who has previously served in the Natural Resources Specialist 2/Conservation Officer classification along with the bids of current bargaining unit members. Consideration shall be based on previously served bargaining unit seniority.

In the event that the most senior employee requesting the vacancy is not offered the vacancy, that employee shall be notified of the reasons in writing and the reasons shall be discussed with the employee if he/she so requests.

At the time it is determined that a vacant position is to be filled, unless otherwise approved by the Appointing Authority, employees shall not be eligible to bid until having served at least one (1) year in the station to which the employee is assigned. The time limits provided in this paragraph shall not apply if the vacancy is created by death. Vacant positions which are to be filled shall be posted for 14 calendar days. Upon the closing of the bidding period, the Appointing Authority shall prepare and disseminate to the bidders a list of the bidders ranked by seniority. Upon request, a copy shall be provided to the President of the Minnesota Conservation Officers Association. The bidders shall notify the Director of Enforcement in writing of their intent to accept the position within sixteen (16) days of the date on which the list of the bidders is published. The selected employee shall be entitled to occupy the position within sixty (60) days of the date of the closing of the acceptance period.

The Employer shall not permanently assign an employee to a vacant station until twenty-one (21) days after all applicants bidding for the opening at the station have been notified in writing. If a grievance is filed in accordance with the provisions of Article 16, Grievance Procedure, relative to the bidding, no permanent assignment shall be made to the vacant station until the grievance is resolved.

Nothing in this Article shall be construed to limit the right of the Employer to temporarily fill the vacancy, pending the notification procedures.

Section 2. Troopers.

A. **Lateral Positions**. Lateral positions are those positions, whether permanent or temporary (more than twelve (12) months in duration), which do not result in an increase in permanent rank for the person selected for the position.

   1. **Regular Assignment.** Upon the effective date of this Agreement, any permanent employee desiring to bid to another work location, either in his/her present district or another district, shall file a written request with his/her Captain and if it is a work location in another district, a copy to the Captain of that district. Such requests must be received on an annual basis if the transfer is still desired. The renewal period will start on July 1st for the following year, and expire thirty (30) days thereafter. When a permanent vacancy occurs, the most senior employee of those requesting the work location during the most recent annual renewal period will be first considered for such vacancy. If no employee has applied for that work location during the most recent renewal period, the most senior employee applying prior to the day the vacancy occurs will be given first consideration. In the event that the most senior employee is not selected in the above instances, he/she,

upon request, shall be given a written statement listing the reasons why he/she was not selected. Upon written request of the employee, the Association shall be furnished a copy of such reasons. It shall be the policy of the Employer to select the most senior qualified employees from those indicating a desire to bid to the vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily in that assigned patrol area. Upon acceptance of a transfer due to a bid, the employee will not be contacted for transfers for six (6) months except for specific locations, vacancies or assignments as requested by the employee at the time of the transfer. Assignments to Governor's Security are not governed by any provisions of this Section.

2. **Special Assignments Within District.** The above stated policies and procedures shall also apply when employees are applying for special job assignments within their district and for the Recruit Academy Staff Officer. Special job assignments include, but are not limited to, Field Training Officer, Background Investigator and Recruit Academy Staff Officer. Employees so assigned are entitled to receive the pay differential specified in Article 28, Section 2.L., for hours worked on the special assignment. This differential shall be calculated on the employee's base rate of pay as determined by the applicable salary grid. However, while serving in such special assignment, the employee shall also continue to receive other applicable pay differential(s) which he/she was receiving immediately prior to such special assignment provided the employee continues to perform the duties associated with such differential(s) and returns to such duties at the conclusion of the special assignment. A temporary District Investigator shall receive eight percent (8%) above their base rate of pay with no additional differentials during the duration of their assignment. The Appointing Authority may create and terminate special assignments at its discretion and such creation and termination shall not be grievable. Upon completion of the duties of the special assignment, the employee shall return to his/her previous assignment and job duties.

B. **Promotional Positions.** Promotional positions are those positions, whether permanent or temporary (more than 12 months), which carry a rank greater than that of Corporal.

1. **Station Sergeant.** The parties agree that all employees within a State Patrol Station shall be eligible for consideration for the position of Station Sergeant. Selection from among those employees who have expressed an interest in the position shall be based on qualifications and seniority in the following order:

   a. Selection from among those employees with rank of Trooper in seniority order.

   b. In the event an employee is not selected he/she shall be entitled to an explanation of the reasons he/she was not selected, and, if so desires shall be given a written statement listing the reasons he/she was not selected.

   Seniority will be considered the dominant factor in the selection of the Station Sergeant.

   The Association agrees that the Appointing Authority's decision to terminate an employee from the station sergeant assignment during the first six months of the assignment shall not be grievable. The Appointing Authority agrees that after six (6) months service, it shall terminate an employee from the station sergeant assignment only with just cause.

2. **Technical Sergeant.** Employees serving in certain positions including, but not limited to the following specific positions, shall be designated as "Technical Sergeants": district investigations, warrants, district safety education, criminal patrol, and commercial vehicle

enforcement (which may include mobile scales, motor vehicle inspections and civil weights). Vacancies for such positions which carry the rank of Technical Sergeants shall be advertised by Troopers memo sent electronically to each eligible employee, so as to allow employees to express an interest in the assignment. Such memo shall contain a description of the position, the minimum qualifications for eligibility, and the procedure for becoming a candidate for the position. An employee may express interest in any such position within his/her district or in District 2000 or District 4700. The selection shall be made following an oral interview of all eligible candidates. The Appointing Authority shall select a candidate to fill a vacancy based on legitimate business reasons and shall not be arbitrary, capricious or discriminatory in the selection process. The Association agrees that the Appointing Authority's decision to reassign an employee from a Technical Sergeant position during the first six (6) months after appointment shall be not grievable. The Appointing Authority agrees that after six (6) continuous months of service, it shall remove an employee from a Technical Sergeant position only with just cause. Any employee who does not complete the six (6) months of continuous service in a Technical Sergeant position will be returned to his/her previous assignment. An employee desiring to return from a Technical Sergeant position which he/she has occupied for six (6) months or more shall return to his/her previous assignment and job duties.

3. **Pilot/Chief Warrant Officer.** Vacancies for positions that carry the rank of Chief Warrant Officer shall be advertised by Troopers memo sent electronically to each eligible employee, so as to allow employees to express an interest in the assignment. Such memo shall contain a description of the position, the minimum qualifications for eligibility, the procedure for becoming a candidate for the position, and the necessary requirements for certification. The Appointing Authority shall select a candidate to fill the position based on legitimate business reasons, and shall not be arbitrary, capricious, or discriminatory in the selection process. The Association agrees that the Appointing Authority's decision to reassign an employee from a Chief Warrant Officer position to other duties within the same district during the first twelve (12) months after appointment shall not be grievable. An employee who has not obtained his/her commercial pilot certification after completing nine (9) months of continuous service in a Chief Warrant Officer position may be assigned to other duties within the same district. The Appointing Authority agrees that after twelve (12) continuous months of service in a Chief Warrant Officer position, it shall remove an employee from a Chief Warrant Officer position only for just cause. Loss of, and/or failure to obtain a second class Airmen Medical Certificate within twelve (12) months after appointment may be considered sufficient reason for reassignment to other duties within the geographically closest District.

C. Other new work assignments and previously established work assignments that become vacant and that are otherwise not governed by the agreement shall be advertised by Troopers memo sent electronically to each member affected, so as to allow employees to express an interest in the assignment.

Section 3. Special Agents, Special Agent Seniors.

A. A vacancy is defined as a non-temporary (more than 12 months) opening in the classified service which the Appointing Authority determines to fill. When a vacancy exists, the Employer agrees to post a notice of such vacancy for a period of not less than seven (7) calendar days prior to filling that vacancy. Such notice shall specify the responsibilities of the position, the

section to which the position will be assigned and the deadline for persons to submit in writing their desire to be considered for the position.

B. If an employee from the same class as the vacancy submits his/her interest in writing and that employee is from a geographic location other than the location of the vacancy, the Employer must give consideration to that employee's request. If the Employer decides to fill the vacancy with a currently employed Special Agent or Senior Special Agent, the Employer when making the selection to fill the vacancy, shall consider the qualifications, experiences, skills, ability to perform the job, and class seniority of each employee who has expressed an interest, as well as the needs of the Bureau of Criminal Apprehension.

   In the event an employee from a geographic location other than the location of the vacancy, who submitted in writing a desire to be considered, was not selected, he/she shall have seven (7) days to make a written request to know the reasons for not being selected. It shall be the employee's choice to receive that information by either meeting with the Employer to discuss the reasons the employee was not selected or by receiving from the Employer a written statement explaining why the employee was not selected.

C. Nothing in Article 21, Section 3 shall be construed to limit the right of the Employer to temporarily fill a vacancy, pending the notification procedures.

D. A work-out-of-class assignment is an assignment where an employee is expressly assigned to perform all the duties of a position allocated to a different classification that is temporarily unoccupied and the work-out-of-class assignment exceeds ten (10) consecutive work days.

   For work-out-of-class assignments that are more than ten (10) consecutive days, the Employer shall post a notice of its intention to make a work-out-of-class assignment so as to allow agents an opportunity to express an interest in the assignment. When possible, the Employer agrees to give such notice at least five (5) business days prior to selecting the agent for the assignment.

Notwithstanding any provision of this article, there shall be no lateral bidding between the Bureau of Criminal Apprehension and the Division of Alcohol and Gambling Enforcement.

Section 4. Probationary Period.

Employees hired into this bargaining unit shall serve a probationary period of twelve (12) months. The probationary period shall exclude any paid or unpaid leave of absence in excess of ten (10) consecutive working days.

Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Except as provided in this Article, an employee who accepts an unlimited appointment to a different job classification shall serve a subsequent probationary period of twelve (12) months in such different job classification and shall not have access to the grievance procedure regarding non-certification. See also Article 15 – Discipline and Discharge. Section 6. Dismissal of a Probationary Employee.

A probationary employee who is non-certified and had previously attained permanent status in another class shall be returned to his/her former class within the seniority unit from where the employee came, and if a vacancy exists, to the same geographic area.

ARTICLE 22 - WORK RULES

The Association recognizes the right of the Employer to establish and enforce reasonable work rules that are not in conflict with the terms of this Agreement. The Employer agrees to advise the Association of proposed changes in work rules fourteen (14) days in advance, if practicable. Upon request, the Appointing Authority shall discuss the changes in new or amended work rules with the Association, explaining the need therefor, and shall allow the Association reasonable opportunity to express its views prior to placing them in effect. All work rules shall be applied equally to all employees.

ARTICLE 23 - COURT TIME, CALL-IN, CALL-BACK, STANDBY

Section 1. Court Time, Call-In, Call-Back and Court Cancellation.
Any employee of the State Patrol who is required to appear in court in regard to a criminal proceeding during his/her scheduled off-duty time, is called-in to work prior to the beginning of his/her regularly scheduled shift or on a scheduled day off, or is called back to work on the same day after having gone home; shall be paid at the overtime rate of time and one-half (1 1/2) of the employee's base rate of pay for such hours and shall receive a minimum of two (2) hours compensation at the overtime rate.

Any employee of the State Patrol who is required to appear in court in regard to a criminal proceeding during his/her scheduled off-duty time, and has their scheduled court appearance cancelled after 4:00 p.m. of the day prior to the court appearance, shall be paid for two (2) hours at the overtime rate of time and one-half (1½) of the employee's current base rate of pay. Scheduled court appearances must be date certain and time specific.

Section 2. Standby - State Patrol.
An employee of the State Patrol who is required to make himself/herself available for work in an "on-call" status shall be compensated at the rate of fifteen (15) minutes straight time pay for each one (1) hour of "on-call" status. Such compensations shall be limited to four (4) hours straight time pay per calendar day. An employee shall be in an "on-call" status if his/her supervisor has instructed the employee to remain available to work during an assigned off-duty period. An employee who is instructed to be in an "on-call" status is not required to remain at a fixed location but is required to leave word where he/she may be reached. An employee shall not receive "on-call" pay for hours actually worked, but shall be compensated for such hours as provided for in Section 1 of this Article.

Section 3. On-Call - Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents, and Special Agents Senior Employed by the Alcohol and Gambling Enforcement Division.
Fugitive Specialists, Commerce Insurance Fraud Specialists, and Special Agents and Special Agents Senior employed by the Alcohol and Gambling Enforcement Division shall be in on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must be available by telephone or electronic signaling device.

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

Such compensation may be in the form of compensatory time or cash, at the discretion of the Appointing Authority. An employee shall not receive on-call pay for hours actually worked.

Section 4. On-Call - Conservation Officers.

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

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than four (4) consecutive hours.

Section 5. On-Call - Special Agents, Special Agents Senior Employed by the Bureau of Criminal Apprehension (BCA).

1. **On-Call on a Scheduled Day Off.** Subject to the provisions of paragraph 4 of this section, an employee of the BCA who is instructed, in writing, to remain in an on-call status on a day in which the employee is not scheduled to work shall be compensated for being on-call at the rate of fifteen (15) minutes at the employee's current rate of pay for each one (1) hour of on-call status up to a maximum of four (4) hours of straight time pay. Compensation for on-call shall be in the form of compensatory time or cash, at the discretion of the Appointing Authority.
2. **On-Call On a Scheduled Day of Work.** Subject to the provisions of paragraph 4 of this section, an employee of the BCA who is instructed, in writing, to remain in an on-call status on a scheduled day of work shall be compensated for being on-call at the rate of fifteen (15) minutes straight time pay at the employee's current rate of pay for each two (2) hours of on-call status up to a maximum of two (2) hours of straight time pay. Compensation for on-call shall be in the form of compensatory time or cash, at the discretion of the Appointing Authority.
3. **On-Call On a Holiday.** Subject to the provisions of paragraph 4 of this section, an employee of the BCA who is instructed, in writing, to remain in an on-call status on a paid holiday off shall be compensated for being on-call at the rate of fifteen (15) minutes pay at the employee's current rate of pay for each one (1) hour of on-call status up to a maximum of six (6) hours of straight time pay. Compensation for on-call shall be in the form of compensatory time or cash, at the discretion of the Appointing Authority.
4. **Compensation for Hours Worked During On-Call Status.** An employee of the BCA who, while scheduled to be on-call, works more than the number of scheduled hours on a scheduled day of work, or who works on a day not scheduled to work, or who works on a holiday, shall be compensated for the number of hours of overtime worked in accordance with the provisions outlined in Article 25, Section 1(B) for overtime pay. An employee shall not receive "on-call pay" for the hours actually worked on these days. Compensation for overtime hours worked shall be in the form of compensatory time or cash, at the discretion of the Appointing Authority.

ARTICLE 24 - HOURS OF WORK

Section 1. Conservation Officers.

The following conditions shall apply to hours of work for Conservation Officers:

A. **Normal Work Period.** The normal work period shall consist of not less than eighty (80) hours of work nor more than 86 hours of work and ten (10) work days within a fourteen (14) consecutive calendar day work period.

B. **Daily Scheduling.** It is recognized that employees are required to work varied hours and during several separated periods within the same day and the same payroll period, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day or one (1) week sometimes impossible. The Employer agrees to make reasonable effort to allow employees to schedule at least two (2) consecutive days off in a payroll period where such scheduling meets both the needs of the Employer and the desires of the employees.

   Employees may not schedule more than four (4) consecutive regular days off without prior written approval from their immediate supervisor. Scheduling of four (4) or fewer days off shall require oral approval.

   Employees who are on a regular schedule or on a pre-approved vacation day who are called out shall receive a minimum of three (3) hours compensation. Employees who are called out on their regular day off shall not receive the three (3) hours call-out minimum, but shall receive credit for the actual hours worked, up to the overtime maximum contained in Article 25, Section 1(C).

   At the discretion of the Supervisor or his/her designee, a work schedule may be developed by the Employer for any employee which shall include two (2) consecutive days off in each week of a payroll period.

Section 2. Special Agents, Special Agent Seniors, Fugitive Specialists and Commerce Insurance Fraud Specialists.

Special Agents, Special Agent Seniors, Fugitive Specialists and Commerce Insurance Fraud Specialists shall be subject to the following conditions regarding hours of work:

A. **Normal Workday.** The normal workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period.

B. **Normal Work Period.** The normal work period shall consist of a twenty-eight (28) consecutive calendar day period. The Appointing Authority agrees to notify the Association thirty (30) calendar days in advance of the effective date of a change in the work period.

C. **Daily Scheduling.** It is recognized that because of the nature of their work, Special Agents covered by this Agreement may be scheduled and required to work varied hours, work on holidays and weekends, and during several separated periods within a single day making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day sometimes impossible. However, insofar as practicable and without reducing efficiency of work performance, employees are expected to complete normal routine work within a normal eight (8) consecutive hour day in a twenty-four (24) hour period.

Section 3. Troopers.

Members of the State Patrol shall be subject to the following conditions regarding hours of work:

A. **Workday.** The normal workday shall consist of eight (8), nine (9) or ten (10) consecutive hours of work, including paid lunch periods.

B. **Work Period.** The normal work period shall consist of a twenty-eight (28) consecutive calendar day period. Employees shall be scheduled for a minimum of two (2) consecutive days off in each payroll period. The Employer may change the duration of the work period upon thirty (30) days written notice to the Association.

C. **Work Schedules.** The written work schedule reflecting each employee's days and hours of work shall be posted in each district headquarters at least twenty-one (21) days in advance of its effective date, except in the case of holidays where said posting shall be at least thirty (30) days in advance of its effective date. Emergencies declared by the Commissioner of Public Safety requiring changes in schedules effecting ten (10) or more employees for the duration of one (1) week or more may be changed without regard to the twenty-one (21) day provision. In any event, the Employer shall distribute summer work schedules no later than March 1 and winter schedules no later than September 1. All schedules shall provide for no less than sixty (60) and no more than one hundred (100) hours within a payroll period. To provide a uniform amount of earnings in an employee's bi-weekly pay check, employees shall carry forward all hours eligible for compensation in excess of eighty (80) in a payroll period into the next regular bi-weekly payroll period within the twenty-eight (28) day work period for which they are scheduled for less than eighty (80) hours. Hours carried forward are added to that payroll period to bring it up to eighty (80) hours, and this computation of time shall be made before the provisions of Article 25 apply. Such hours shall be considered as “administrative time” and shall be subject to the liquidation upon separation provisions of Article 10, Section 6. Nothing herein shall be construed as a guarantee of hours of work per day or per work period. With the approval of the employee's immediate supervisor, employees may mutually agree to exchange work shift assignments but such changes shall not result in overtime payment.

   The following language applies to the scheduling of Safety Education Officers and District Investigators only: in lieu of a schedule posted twenty-one (21) days in advance, District Specialists may be scheduled 8, 9 or 10 consecutive hours flextime shifts, with no more than forty (40) hours scheduled within the work week. Shifts may be scheduled to accommodate work requirements as a Safety Education Officer or District Investigator. Approved time worked in excess of the scheduled 8, 9 or 10 hour shift will be compensated pursuant to the overtime provisions of the contract.

D. Compensatory time off shall be scheduled in accordance to the provisions of Appendix I.

E. **Drop Shift.** All work shifts in a work station with six (6) or less Troopers will contain one (1) "drop shift" and all work shifts in a work station with seven (7) or more Troopers will contain two (2) drop shifts, solely at the Employer's option. Troopers assigned to work the "drop shift" will fill in previously established work shifts of other Troopers. Troopers assigned to the "drop shift" shall not be subject to the twenty-one (21) day notice requirement of Section 3, "C".

F. **Lunch Period.** All Troopers shall be granted a paid lunch period of not more than thirty (30) minutes during each work day. Such lunch period cannot be taken during the first hour or the last hour of the employees work day unless specifically authorized by a supervisor. If an

employee does not receive a lunch period because of operational requirements, such lunch period may not be taken during a subsequent work day.

G. **Rest Periods.** All Troopers shall be granted one (1) fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods during a single work day may be combined should the employee so desire. No rest period may be taken off during the first hour or the last hour of the employee's work shift unless specifically authorized by a supervisor. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work day.

ARTICLE 25 - OVERTIME

Section 1. Definition.

Overtime is defined as authorized or assigned work performed in excess of the established work period, as subject to the time and one-half (1 1/2) compensation requirements of the Fair Labor Standards Act. The overtime rate shall be time and one-half (1 1/2) the regular hourly rate.

A. **Troopers.** Troopers shall be compensated for all hours worked according to the following provisions:

1. Hours worked on a scheduled day off or vacation day shall be compensated at the overtime rate in cash.
2. Supervisor mandated overtime in excess of a scheduled Friday shift shall be compensated at the overtime rate in cash.
3. Hours worked in excess of the scheduled work day which are not subject to the overtime provisions of the Fair Labor Standards Act shall be compensated at the overtime rate in Compensatory (time and one-half - 1 1/2) Time as provided in Section 1A (4) below.
4. **Troopers Compensatory - Time Banks.**

   a. **Earned Compensatory Time.**

      (1) Hours that are not required to be paid in cash by the Federal Fair Labor Standards Act or other provisions in this Agreement shall be compensated in the form of compensatory time off (hereafter “Earned Compensatory Time”). Earned Compensatory Time shall be placed in the employee’s Earned Compensatory Time Bank.

      (2) Earned Compensatory Time may be liquidated in cash at the Appointing Authority’s option during the term of the employee’s employment, but shall be paid in cash upon an employee’s separation from employment. When Earned Compensatory Time is liquidated in cash, it shall be paid at the employee’s straight time hourly rate in effect at the time such payment is made.

      (3) Earned Compensatory Time may be accrued to a maximum of one hundred twenty (120) hours. All hours in excess of one hundred twenty (120) will be liquidated in cash and paid at the employee’s straight time hourly rate in effect at the time such payment is made.

      (4) An employee may liquidate his/her Earned Compensatory Time Bank by taking time off. When an employee desires to liquidate Earned Compensatory Time by taking

time off, such requests will be liquidated at a time mutually agreeable to the employee and his/her supervisor pursuant to the terms of the Memorandum of Agreement attached hereto as Appendix I.

(5) When an employee's Earned Compensatory Time Bank exceeds one hundred (100) hours, the Appointing Authority may notify the employee that he/she must reduce his/her Earned Compensatory Time Bank. Within forty-eight (48) hours after receiving such notice, the employee shall submit to his/her supervisor a plan to reduce his/her Earned Compensatory Time Bank below one hundred (100) hours within fourteen (14) days of such notice. If the employee does not submit a plan providing for the reduction of his/her Earned Compensatory Time Bank within the parameters set forth herein, the Appointing Authority may reduce the employee's Earned Compensatory Time Bank below one hundred (100) hours by scheduling time off in increments not less than a regular work shift, unless the employee and his/her supervisor agree to time off in an amount less than a regular work shift.

b. **Alternate Holiday Time Bank.**

(1) In lieu of payment in cash at the overtime rate for hours worked on a holiday as specified in Article 10, Section 2.B.2 or 4, an employee may request that such compensation be made in the form of Alternate Holiday Time. In lieu of payment in cash at straight time for holidays on which an employee does not work as specified in Article 10, Section 2.B.1 or Section 2.B.2(c), an employee may designate that such holiday compensation be made in the form of Alternate Holiday Time. When compensation for a holiday is made in the form of Alternate Holiday Time, the Alternate Holiday Time shall be placed in the employee's Alternate Holiday Time Bank.

(2) The maximum amount of Alternate Holiday Time that may be accumulated is two hundred forty (240) hours. When the balance of an employee's Alternate Holiday Time Bank is at two hundred forty (240) hours, no more Alternate Holiday Time may be accumulated.

(3) An employee may liquidate his/her Alternate Holiday Time Bank during the term of his/her employment by taking time off. When an employee desires to liquidate Alternate Holiday Time by taking time off, such requests will be liquidated at a time mutually agreeable to the employee and his/her supervisor under the same terms and conditions that govern requests for vacation time off.

(4) An employee's Alternate Holiday Time Bank shall be liquidated by cash payment upon an employee's separation from employment at the employee's straight time hourly rate in effect at the time of separation.

5. **Overtime Assignment.** If an insufficient number of employees volunteer for overtime work, the Employer will endeavor to assign the necessary overtime in inverse seniority order within a work station or district. Employees shall be required to work overtime unless excused by the Employer.

6. Employees shall have the option, upon written notice to their supervisor, unless otherwise prohibited by law, to accrue hours credited and/or worked as Compensatory time in lieu of cash.

7. The Employer may establish by General Order a rate of compensation for Troopers who participate in conferences with attorneys or insurance investigators or who provide testimony in civil cases with regard to accidents not involving State vehicles. The Employer shall periodically meet and confer with the Association regarding such rates. The compensation for such conferences or testimony is payable by the party requesting the conference, and not by the Employer.

B. **Special Agents, Special Agent Seniors, Fugitive Specialists and Commerce Insurance Fraud Specialists.**

Overtime worked shall be subject to the following provisions:

1. **General.**
   a. Overtime worked from one hundred sixty (160) through one hundred seventy one (171) hours during the work period shall be paid on a straight time basis and be placed in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
   b. Overtime worked in excess of one hundred seventy one (171) hours shall be paid on a time and one half (1 1/2) basis and placed in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
2. **Compensatory Bank.**
   a. **Size of Bank.** The maximum amount of hours that may be in the compensatory bank at any one time shall be established by the Appointing Authority within the guidelines of the F.L.S.A.
3. **Cash Liquidation.** Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned.
4. **Compensatory Time Liquidation in Cash.** At the discretion of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash.
5. **Use of Compensatory Time.** Upon agreement with the supervisor, the employee may use compensatory time within sixty (60) days of the date earned. If not used within the sixty (60) day period, the supervisor may schedule such compensatory time off for the employee. The employee may use compensatory time upon advance notice to the employee's supervisor unless the supervisor can demonstrate that the use of the compensatory time when designated by the employee would unreasonably interfere with the Employer's operations.

B. **Conservation Officers.** Conservation Officers shall be paid at the overtime rate in cash for hours worked in excess of eighty-six (86) hours in the normal fourteen (14) day calendar work period.

Overtime shall be subject to the following conditions:

1. Conservation Officers shall be permitted to work up to eighty-six (86) hours in the fourteen (14) calendar day work period for necessary enforcement activities.
2. Conservation Officers with prior approval from their Supervisor or designee, shall be permitted to work over eighty-six (86) hours but not greater than ninety-two (92) hours in the fourteen (14) calendar day work period for emergencies and ongoing enforcement activities.

3. Conservation Officers may only exceed ninety-two (92) hours in the fourteen (14) calendar day work period when specifically authorized by the Director of Enforcement or designee.
4. As operational requirements permit, all reasonable efforts will be made to distribute overtime equitably among employees.
5. Where concentrated hours are necessary to staff season openers, stake-outs and other high activity time periods, hours not worked in previous work periods up to ninety-two (92) may be worked in a subsequent work period under the conditions of parts (1), (2) and (3) above but the accumulative total of hours paid shall not exceed ninety-two (92) hours paid, averaged over the full fiscal year.
6. Any overtime hours worked beyond 86 in the 14 calendar day work period without authorization shall not be eligible for payment. In the event that overtime hours are paid erroneously, the employee shall reimburse the State through pay warrants, or, if severed, by personal payment.
7. Conservation Officers shall receive eight (8) hours for each holiday (except for the floating holiday) and up to eight (8) hours sick leave used on a scheduled work day, as credit for purposes of calculating the attainment of the eighty-six (86) hours referenced in this subsection C.

Section 2. No Duplication of Hours.
Overtime hours shall not be credited or paid more than once for the same hours worked under any provision of this Agreement.

Section 3. General Policy.
Nothing in this Article shall be construed to provide for the pyramiding of overtime nor to guarantee a minimum or maximum number of overtime hours to any employee.

The parties agree the 2017-2019 contract language for the issue of Conservation Officers' Overtime shall be interpreted in conjunction with Appendix F a letter from former DNR Deputy Commissioner Steven Thorne.

ARTICLE 26 - SENIORITY AND LAYOFF

Section 1. Definition.
Seniority shall mean an employee's length of service in a classification within his/her employing division, agency and this bargaining unit except; that classification seniority shall include all combined time worked in Natural Resources Specialist Conservation Officer classifications. As of the effective date of this Agreement, time spent on a disciplinary suspension shall count toward seniority accrual, but unpaid leave of absences shall not count in accordance with Article 14, Section 1. An employee's seniority shall be broken only by separation from state service by reasons of resignation, discharge for just cause, retirement, or death. When two (2) or more employees have the same seniority date, their position on the seniority list shall be determined as follows. For Special Agents or Special Agent Seniors who have the same seniority date, their positions on the seniority list shall be determined by the date they became a sworn peace officer. For all Natural Resources Specialist Conservation Officer classifications covered by this agreement who have the same seniority date, their positions on the seniority list shall be determined by the score on the initial written examination taken during the hiring process, excluding veterans preference. If a tie still exists, their positions on the seniority list shall be determined by lot. State

Patrol Troopers with the same seniority date shall be placed on the seniority list in order of score attained from the Trooper Candidate School. If a tie still exists, their positions on the seniority list shall be determined by lot. Fugitive Specialists who have the same seniority date shall be determined by lot. For Commerce Insurance Fraud Specialists who have the same seniority date, their positions on the seniority list shall be determined by the date they became a sworn peace officer.

Employees returning to the bargaining unit from excluded positions shall have all time spent in all related higher or equally paid classifications in which the employee has served within the division credited for purposes of seniority.

Employees returning to a previously served in classification shall have all time spent in all related higher or equally paid classifications in which the employee has served within the bargaining unit credited for purposes of seniority.

Section 2. Layoff of State Troopers, Special Agents, Special Agent Seniors, Fugitive Specialists and Commerce Insurance Fraud Specialists; Workforce Adjustment of Troopers.

A. When any layoff or workforce adjustment is forthcoming, the Association and the Appointing Authority shall meet as far in advance as possible to work out details of the layoff or adjustment.

B. **Layoffs.** When a layoff becomes necessary, the employee with the least seniority in the job classification in which the layoff is to take place will be laid off first. Upon request of a more senior employee and approval of the Appointing Authority, a more senior employee may be laid off out of seniority order.

   Employees shall be given at least thirty (30) days notice prior to layoff. In the event of a recall in that job classification, the last employee laid off will be the first to be recalled for work. No new employees will be hired until the layoff list has been exhausted. Names shall be retained on the layoff list for a minimum of two (2) years or for a period of time equal to the employee's total seniority, up to a maximum of four (4) years.

C. **Workforce Adjustment of State Troopers.** When an adjustment in the size of the work force at any State Patrol station becomes necessary, the employee with the least seniority in the job classification from among the employees in the affected station will be transferred first. If the size of the station is increased within two years of any such adjustment, the last employee transferred from the station by reason of the adjustment shall be the first offered the new position and all such transferred employees shall be offered the position in the inverse order of their transfer before the new position is made available to other members of the State Patrol under Article 21.

   Any employee returning to a station after transferring out, within the two (2) year period, is not eligible for relocation expenses under Article 20 relating to such return.

   Upon the request of a more senior employee and approval of the Appointing Authority, a more senior employee may be transferred out of seniority order.

   When it is contemplated that there may be a layoff and a workforce adjustment, the layoff shall be implemented first.

D. **Reduction of Hours.** Upon the request of an employee and with the written approval of the Appointing Authority and the Association, an employee may reduce his/her hours from full-time or otherwise change his/her employment condition to less than full-time, and may

subsequently change his/her hours back to full-time with the written approval of his/her Appointing Authority. Such transactions shall not constitute a layoff or transfer pursuant to this Article.

E. **Bumping.**

1. Rights of Employees Subject to Layoff. An employee being laid off shall have the right to any vacant position in the same classification which he/she holds at the time of layoff, if he/she meets the qualifications for the vacancy. If no such vacancy exists, any permanent or probationary employee about to be laid off shall have the right to bump the employee with the least classification seniority in the same class statewide. In the event that an employee about to be laid off elects not to bump, he/she shall be demoted to displace the least senior employee who has less seniority in the next lower classification in which he/she previously worked, unless he/she elects to be laid off.

2. Rights of Employees Subject to Transfer Resulting from Workforce Adjustment of State Troopers. An employee being transferred as a result of a workforce adjustment shall have the right to any vacant position in the same classification which he/she holds at the time of the adjustment, if he/she meets the qualifications for the vacancy. If no such vacancy exists, or if the employee elects not to fill said vacancy, any permanent or probationary employee about to be transferred shall have the right to bump the employee with the least seniority, but not if such employee's seniority is greater than that of the bumping employee, at any station within the bumping employee's present district or the district from which he/she transferred to take his/her present position.

   Notwithstanding any provision of this Article, there shall be no bumping between the Bureau of Criminal Apprehension and the Division of Alcohol and Gambling Enforcement.

F. **Claiming.** An employee may request to transfer or demote to a position in the bargaining unit in another department/agency in the same, equal, or lower class in which the employee previously served or for which the employee is determined to be qualified by the Employer. The receiving Appointing Authority shall determine if the employee is qualified for the position and, if so, shall not unreasonably deny the request. Employees may not request a transfer or demotion to another Appointing Authority if a vacancy is available to the employee at a pay level equal to the requested vacancy within fifty (50) miles of the employee's current work location which the current Appointing Authority determines to fill.

Section 3. Layoff Rights of Conservation Officers.

A. **Determination of Position(s).** In the event a permanent layoff becomes necessary, the Appointing Authority shall determine the position(s) in the class or class option, if one exists, and employment condition and work location which is to be eliminated; and shall meet with the Association as far in advance as possible to work out details of such layoff.

B. Upon the request of an employee and with the written approval of the Appointing Authority and the Association, an employee may reduce his/her hours from full-time or otherwise change his/her employment condition to less than full-time, and may subsequently change his/her hours back to full-time with the written approval of his/her Appointing Authority. Such transactions shall not constitute a layoff pursuant to this Article.

C. **Advance Notice.** The Appointing Authority shall notify the employee and the Association President at least thirty (30) days prior to the effective date of the anticipated layoff.

D. **Layoff Notification.** The Appointing Authority shall send a layoff notice to the employee in the position to be eliminated.

Upon the request of a more senior employee and approval of the Appointing Authority, a more senior employee may be laid off out of seniority order.

E. **Procedure.**

1. The employee in the position to be eliminated shall choose one of the following:

   a. Accept layoff.

   b. Within fifty (50) miles:

      (1) Accept a vacancy in the same/equal/lower class (class option) for which the employee is determined by the Employer to be qualified within fifty (50) miles of the employee's current work location; or

      (2) Bump the least senior employee in the same class (class option) or the least senior employee in an equal class in which the employee previously served (class option or another option within that class for which the employee is determined by the Employer to be qualified) within fifty (50) miles of the employee's current work location; or

      (3) Bump the least senior employee in a lower class (class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within fifty (50) miles of the employee's current work location.

   c. Outside fifty (50) miles:

      (1) Accept a vacancy in the same/equal/lower class for which the employee is determined to be qualified by the Employer more than fifty (50) miles from the employee's current work location;

      (2) Bump the least senior employee in the same class (class option) or the least senior employee in an equal class in which the employee previously served (class option or another option within that class for which the employee is determined to be qualified by the Employer) more than fifty (50) miles of the employee's current work location; or

      (3) Bump the least senior employee in a lower class (class option) in which the employee previously served, (or another option within that class for which the employee is determined to be qualified by the Employer) more than fifty (50) miles of the employee's current work location.

   d. **Claiming.** An employee may request to transfer or demote to a position in the bargaining unit in another department/agency in the same, equal, or lower class in which the employee previously served or for which the employee is determined to be qualified by the Employer. The receiving Appointing Authority shall determine if the employee is qualified for the position and, if so, shall not unreasonably deny the request. Employees may not request a transfer or demotion to another Appointing Authority if a vacancy is available to the employee at a pay level equal to the requested vacancy within fifty (50) miles of the employee's current work location which the current Appointing Authority determines to fill.

F. **Conditions for Bumping or Accepting Vacancies.** The following shall govern bumping and accepting vacancies pursuant to the above:

(1) In all cases except option d, the employee exercising an option is restricted to those positions within the same bargaining unit and the same employment condition.

(2) In all cases of bumping, the employee exercising bumping rights must have greater seniority than the employee who is to be bumped.

(3) An employee who does not have sufficient seniority to bump into a previously held class shall not forfeit the right to bump into the next previously held class in the same seniority unit.

(4) When a vacancy exists more than fifty (50) miles away from the employee's work location in a class into which the employee has a right to bump, the employee must accept the vacancy prior to exercising the option to bump.

(5) If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater seniority shall have priority in exercising that option.

(6) When two (2) or more employees in the same class (class option) and employment condition are being simultaneously laid off, the Union and the Appointing Authority may mutually agree to selection of layoff options among the affected employees.

Section 4. General Provisions.

A. **Rights of Excluded Employees Entering the Bargaining Unit.** Employees who have accepted positions in a bargaining unit not represented by the Association or positions excluded from any bargaining unit shall have rights into a position within this bargaining unit in a class in which the employee previously served or in a class for which the employee is determined to be qualified by the Employer only under the following conditions:

(1) The employee may bump only into a position under the same Appointing Authority.

(2) The employee must first exhaust all of the layoff options available under any existing layoff procedure which covers him/her for purposes of layoff.

B. **Layoff List/Recall.** The name of employees who have been laid off or have accepted a demotion in lieu of layoff shall be placed on a layoff list for the classification (class option) from which they were laid off or demoted in order of seniority. Employees shall be recalled from layoff in seniority order. No new employees will be hired in a classification (class option) for which a layoff list exists until the layoff list has been exhausted. Names shall be retained on the layoff list for a minimum of two (2) years or for a period of time equal to the employee's total seniority, up to a maximum of four (4) years.

C. **Purpose.** The purpose of this section, notwithstanding any of its provisions, is to maximize the opportunities for senior employees.

Section 5. Seniority Lists.

Within three (3) months after the effective date of this Agreement and at least once each year thereafter, the Appointing Authority will prepare a seniority list for each job classification and provide such list to the President of the respective Association electronically or in such other format as the parties may agree. The seniority list shall contain the names, classification, and relative seniority position of the employees.

Any disagreements or disputes over the calculation of seniority must be filed within twenty-one (21) calendar days of the date of posting, or shall be deemed waived. Challenges shall be limited to changes since the previous posting. If the relative seniority of any employee is adjusted, a new list shall be provided to the Association President.

Section 6. Employee Status.

The Employer shall furnish the Association with the names, addresses, and classifications of new hires, separations, or changes in classification or status of employees within thirty (30) calendar days of such action.

Section 7. Eligibility for Relocation Expense Reimbursement.

If, by reason of the operation of the provisions of Sections 2 or 3 of this Article, an employee must change his/her residence, the employee shall be entitled to reimbursement of his/her relocation expenses pursuant to Article 20.

Section 8. Limited Interruption of Employment.

A. Any interruption of employment not in excess of fourteen (14) consecutive calendar days because of adverse weather conditions, shortage of material or equipment, a shutdown of government operations or for other unexpected or unusual reasons, shall not be considered a layoff.

B. In the event limited interruptions occur, vacation eligible employees shall who are not assigned to work during the interruption shall, upon request, be entitled to advance vacation hours in order to provide the employees with up to eighty (80) hours of earnings for a pay period. Advance vacation hours to such employees shall be allowed up to the maximum number of hours of an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce his/her vacation accumulation below the total hours advanced. However, except as noted below, no employee after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as the vacation hours accrued exceed the number of hours that the employee has been advanced under this section. The Appointing Authority may require that employees use compensatory time before use of vacation. If an employee does not want to use accrued compensatory time or request an advance of vacation, the employee may elect to not receive pay during the interruption. On the payroll period ending closest to November 1 of each year, all employees who have received advances will have their advance reduced to zero (0) by reduction of the employee's accumulated and unused vacation leave.

C. For employees who are working during the limited interruption, the terms and conditions of this Agreement continue to apply unless otherwise modified by written agreement of the Employer and the Association.

ARTICLE 27 - 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 or retires 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 or retires 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, or
   f. divorce or legal separation, 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. **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 laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended benefit eligibility period of six (6) months from the date of 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 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) at the time of layoff in order to be eligible for the six (6) months continuation of insurance.

3. **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.

C. **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 3B2, or while eligible for workers' compensation payments as described in Section 3B3.

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.

The Employer Contribution amounts and rules in effect on June 30, 2017 will continue through December 31, 2017.

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

1. **Employee Coverage.** For employee health coverage for the 2018 and 2019 plan years, 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 2018 and 2019 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of 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, 2018, and January 1, 2019, the minimum employee contribution shall be thirteen dollars and fifty cents ($13.50) 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, and do not waive medical coverage, 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. If an employee who was re-hired after a previous separation period of 365 days or fewer does not choose a health plan administrator during open enrollment, that employee and any dependents will be defaulted to the plan administrator in which they had enrolled previously.

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 and do not waive coverage 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 of 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 applicable federal or state law to allow a plan change.

3. **Waiving Medical Coverage**. Effective July 1, 2017 employees may choose to waive medical coverage. If an employee is eligible for the full employer contribution and desires to waive medical coverage, the employee must submit a Waiver of Medical Coverage form and provide proof of other coverage by the end of the employee's enrollment period. If an employee does not submit the form and proof by the end of the employee's enrollment period, the employee will be enrolled in medical coverage, with the next opportunity to waive coverage during Open Enrollment or upon a permitted Qualified Life Event. If an employee waives medical coverage, the employee can elect it again during the next Open Enrollment or midyear upon a permitted Qualified Life Event.

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 coverage 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, 2017 through December 31, 2017, health coverage under the SEGIP will continue at the level in effect on June 30, 2017. Effective January 1, 2018, 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 2018 and 2019.**

2018 and 2019 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)	$0	$0	$0	$0
Emergency room copay	$100	$100	$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

2018 and 2019 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.

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 not subject to a 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 2018 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 2017 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 more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

6. **Post Retirement Health Care Benefit.** Employees who separate 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. If the employee separates due to death, the two hundred fifty dollar ($250) is paid in cash, not to the HCSP. Employees who have a HCSP waiver on file shall receive a two hundred fifty dollar ($250) cash payment. An employee who becomes totally and permanently disabled 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

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
$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 7A2.

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

   a. **Copayments.** Effective January 1, 2018, 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

Service	In-Network	Out-of-Network
Implants	80% after deductible	50% after deductible
Prosthetics	80% after deductible	50% after deductible
Prosthetic Repairs	80% after deductible	50% after deductible
Orthodontics	80% after deductible	50% after deductible

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 two thousand dollar ($2,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

d. **Orthodontia lifetime maximum.** Orthodontia benefits are 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 of hire 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, (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. An employee who is insurance eligible and moves from a temporary position to a permanent position will be allowed to enroll in short-term disability coverage within thirty (30) days of the event without providing 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. An employee who is insurance eligible and moves from a temporary position to a permanent position will be allowed to enroll in long-term disability coverage within thirty (30) days of the event without providing evidence of insurability. 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 optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

For the first twenty-four (24) months of long-term disability coverage after such a period of leave or layoff during which long-term disability coverage was discontinued, any such disability coverage shall exclude coverage for 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 28 - WAGES

Section 1. Salaries of Conservation Officers, Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents and Special Agent Seniors.

A. **Salary Ranges.**

The salary ranges for Conservation Officers shall be those contained in Appendices E-1 and E-2.

The salary ranges for Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents, and Special Agent Seniors shall be those contained in Appendices D-1 and D-2.

B. **Conversion.** Effective July 1, 2017, all employees shall be assigned to the same relative step within the salary range for their respective class as specified in Appendices E-1 or D-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 range.

In the event the July 1, 2017 maximum rate set forth in Appendices E-1 or D-1 is equal to or less than the employee's salary as of June 30, 2017, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay.

C. **First Year Wage Adjustment.** Effective July 1, 2017, all salary ranges and rates shall be increased by two percent (2.0%), rounded to the nearest cent. The compensation grids for these classes are contained in Appendices E-1 and D-1. Employees shall convert to the new compensation grids as provided in B above.

D. **Second Year Wage Adjustment.** Effective July 1, 2018, all salary ranges and rates shall be increased by two and one-quarter percent (2.25%), rounded to the nearest cent. Salary increases provided by this section shall be given to all employees including those employees whose rates of pay exceed the maximum for their class. The compensation grids for these classes are contained in Appendices E-2 and D-2.

E. **Progression.**

1. **Conservation Officers.**
   Employees shall be eligible to receive a one (1) step progression increase after completing one (1) year of service at each step of their salary range until the maximum rate is attained.

2. **Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents and Special Agent Seniors.**
   Employees in the classifications Fugitive Specialist, Commerce Insurance Fraud Specialist, Special Agent and Special Agent Senior shall be eligible to receive a one (1) step progression increase after completing one (1) year of service at each step of their salary range until the maximum rate is attained.

All increases authorized by this Section shall become effective at the start of the pay period nearest to the employee's anniversary date.

Time spent on suspension, leaves of absence or layoff of more than one full payroll period in duration shall extend the employee's anniversary date.

F. **Salary in New Positions.** Employees who are appointed to new classifications having a higher rate of pay during the life of this Agreement shall be advanced at least to the next higher rate of pay within the range or to the minimum salary of the new class, whichever is greater. At the discretion of the Employer, an employee may be appointed at a higher rate than the step specified above.

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

H. **Salary on Demotion.** An employee who demotes in lieu of layoff shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted.

However, an employee may receive a rate of pay in excess of the salary range maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Minnesota Management & Budget.

I. **Field Training Officer, Primary Field Training Officer, Academy Instructor, Use of Force Instructor or Backgrounder Pay - DNR Employees.** Specialty pay in the amount of 6% above the current hourly rate rounded to the nearest cent shall be added to the salary rate paid to eligible DNR employees who have qualified for and been certified as eligible for specialty pay assignment only for time spent while performing the duties of one of the following: Field Training Officer, Primary Field Training Officer, Academy Instructor, Use of Force Instructor or Backgrounder.

Specialty pay shall be provided only during those work hours during which an Officer is specifically assigned to perform the identified specialty pay job duties; specialty pay shall not be provided during the performance of normal job duties. Specialty pay shall be paid in addition to the employee’s current regular rate of pay and shall be included in all payroll calculations, but will not apply during periods of paid leave.

Certification for the specialty pay assignments addressed above shall be determined by the Employer.

Each employee certified for a specialty pay assignment shall continue in the assignment for a period of three (3) consecutive years unless they are promoted to a classification beyond the Natural Resources Specialist 2/Conservation Officer level or such other conditions exist that the Director of Enforcement at his/her discretion would allow the employee to be removed from the program. After having been certified for a specialty pay assignment for a period of three (3) consecutive years, either the employee or the Employer may end the specialty assignment without cause and such decision shall not be grievable.

J. **Pay Differential for Special Agent and Special Agent Senior In Lieu of Specialty Assignment Differentials.** Each employee serving in the class of Special Agent and Special Agent Senior who has reached Step H of the salary schedule shall receive a differential equal to 0.25% of his/her base pay in lieu of special assignment pay differentials. Such pay differential shall be added to the base rate of Step H of the applicable salary schedule.

K. **Shift Differential of Conservation Officers, Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents and Special Agent Seniors.** Because of the need to be available off hours and weekends, effective the first payroll period after October 3, 2018, the Employer will

increase the wages $60.00 dollars per month, added to base pay, in lieu of any shift differential. This provision applies to all members within the job classifications of Conservation Officer, Fugitive Specialist, Commerce Insurance Fraud Specialist, Special Agent and Special Agent Senior.

Section 2. Salaries of State Patrol.

A. **Salary Ranges.** The salary ranges for State Patrol Troopers shall be those contained in Appendices E-1 and E-2.

B. **Conversion.** Effective July 1, 2017, all employees shall be assigned to the same relative step within the salary range for their respective class as specified in Appendix E-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 range.

   In the event the July 1, 2017 maximum rate set forth in Appendix E-1 is equal to or less than the employee's salary as of June 30, 2017, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay.

C. **First Year Wage Adjustment.** Effective July 1, 2017, all salary ranges and rates shall be increased by two percent (2.0%), rounded to the nearest cent. The compensation grids for these classes are contained in Appendix E-1. Employees shall convert to the new compensation grid as provided in B above.

D. **Second Year Wage Adjustment.** Effective July 1, 2018, all salary ranges and rates shall be increased by two and one-quarter percent (2.25%), rounded to the nearest cent. Salary increases provided by this section shall be given to all employees including those employees whose rates of pay exceed the maximum for their class. The compensation grids for these classes are contained in Appendix E-2.

E. **Progression.** Employees shall be eligible to receive a one (1) step progression increase after completing one (1) year of service at each step of their salary range until the maximum rate is attained.

F. **Station Sergeant Pay.** Employees designated as "Station Sergeant" shall receive an additional three percent (3%) above the current rate rounded to the nearest cent for the duration of the appointment.

G. **Freeway Trooper Pay.** Employees who are permanently assigned freeway duty shall be designated as Freeway Trooper and shall receive an additional two and six tenths percent (2.6%) above the current Trooper rate, range 6H, Step A, rounded to the nearest cent when so assigned. The discretion of such assignments shall be vested solely in the Employer and such assignments shall be limited to stations determined by the Chief State Patrol Officer.

H. **Accident Reconstruction Pay.** Employees who are normally assigned to road patrol duties and who are also assigned to accident reconstruction duties shall receive an additional three percent (3.0%) above the current rate rounded to the nearest cent for the duration of the appointment.

I. **Safety Education Coordinator and Crash Reconstruction Coordinator Pay.** Employees who are assigned the duties and responsibilities of safety education and crash reconstruction shall be

compensated an additional three percent (3.0%) above the highest rate of pay of other Troopers assigned the job duties of Safety Education or Crash Reconstruction Program.

J. **Shift Differential.** Because of the frequency of changes in shift assignments, starting and stopping times, and rotation of shifts, thereby making shift premiums difficult to determine, effective the first payroll period after October 3, 2018, the Employer will increase the wages of all employees sixty ($60.00) dollars per month in lieu of any shift differential.

K. **Pilot Pay.** Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Fixed Wing) and licensed by the F.A.A. as Fixed Wing pilots shall receive a differential equal to 11% of his/her base pay, in addition to that base pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive a differential equal to 13% of his/her base pay, in addition to that base pay. The Chief Pilot as designated by the Chief State Patrol Officer shall be compensated at the same rate of pay as Captain during his/her assignment as Chief Pilot. If any State Patrol Pilot holds both the Fixed Wings and Helicopter pilot ratings, he/she shall receive compensation for the Helicopter Pilot rating only.

L. **Technical Sergeant Pay.** Employees designated as "Technical Sergeant" shall be paid an additional eight percent (8%) above their base rate, rounded to the nearest cent for the duration of the appointment.

M. **Credit for Previous Law Enforcement Experience.** The Chief of the State Patrol may grant a new employee up to four (4) years of credit (up to the fifth step) for previous full-time employment as a peace officer, as defined by M.S. 626.05, subdivision 2, or similar law of another state. Such credit shall determine only the new employee's initial placement on the salary grid. Regardless of whether a new employee is given such credit, his/her seniority shall be determined from his/her appointment to the classification of Trooper consistent with the provisions of Article 26, Section 1.

   A Trooper, given previous work credit, shall be entitled to future step increases in accordance with Section 2 Progression. The Chief's decision to grant or not grant credit for previous employment and the determination of the amount of credit cannot be grieved.

Section 3. Health/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 4. 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, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable federal law.

Section 5. 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 6. Deferred Compensation Plan.
The Employer shall contribute to the deferred compensation plan under Minn. Stat. Section 352.96 for employees covered by the Agreement. The Employer paid contribution shall be in an amount matching employee contributions on a dollar for dollar basis pursuant to Minn. Stat. Section 356.24. Such Employer-paid contribution shall not exceed four hundred dollars ($400) per employee per fiscal year.

Section 7. Achievement Awards – Department of Commerce.
At the discretion of the Department of Commerce, an employee who has demonstrated outstanding performance may receive one (1) achievement award per fiscal year in a lump sum amount not to exceed one thousand dollars ($1,000) or one (1) step in a range adjustment. The receipt of an achievement award as a step increase shall not affect the timing of future progression increases. 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 Appointing Authority may modify the distribution of achievement awards provided that the modifications do not increase the aggregate amount of money spent on achievement awards in a fiscal year. Achievement awards granted under this paragraph shall be in the form of lump sum payments only. Modifications may include but are not limited to the following:

- dollar amount of awards
- percentage of employees eligible for awards and
- "team awards"

Employees may receive both an individual and a team achievement award in one (1) fiscal year.

Section 8. Health Care Savings Plan.
All employees shall contribute 1% of their gross earnings subject to retirement (pension contribution) into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period. The contribution shall occur regardless of whether or not the employee's position is retirement eligible.

ARTICLE 29 - EARLY RETIREMENT INCENTIVES

Section 1. Eligibility.
Employees shall be eligible for the benefits under this Article 29 as set forth below.

A. **Prerequisite Conditions Applicable to All Employees.** An employee must satisfy all of the following requirements in order to begin to and continue to receive benefits under this Article 29:

   1. The employee has attained the age of fifty (50) after July 1, 1997 and before the expiration date of this contract.
   2. At the time of his/her retirement, the employee must be in a position covered by the State Patrol Retirement Fund (M.S. §352B).
   3. At the time of his/her retirement, the employee must be eligible for an annuity from the State Patrol Retirement Fund (M.S. §352B).

4. Years of service credit as determined in Section 1.B., below, shall include only the time during which the employee was employed by the State in a position covered by the State Patrol Retirement Fund (M.S. §352B).
5. At the time of retirement, the employee must be eligible to receive an Employer contribution for health and dental coverage.
6. An employee who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following retirement may add a dependent in accordance with Article 27, Section 5B1; however, the employee shall pay the entire additional costs for dependent coverage except when the dependent is the employee's spouse and the spouse is currently enrolled in SEGIP and receiving an Employer contribution for health and dental insurance.
7. Receipt of retirement insurance benefits is dependent on the employee completing all required forms and continuing to pay any required premium.
8. Employees eligible to receive an Employer contribution for health and dental insurance coverage shall continue to receive the coverage to which the employee was entitled at the time of retirement until he/she reaches age sixty-five (65), subject to the provisions set forth below and to any changes in coverage in accordance with this or any subsequent Agreement.

B. **Years of Service Credit.** Employees who are hired after August 26, 2002, will accrue ten percent (10%) credit for each twelve (12) months the employee is in active payroll status in a position that is covered by the State Patrol Retirement Fund (M.S. §352B) and in which the employee and Employer made the statutorily required contributions to the State Patrol Retirement Fund (M.S. §352B). If an employee has six (6) or more months of active payroll status during a calendar year, then the employee shall be credited with the full ten percent (10%) for that calendar year. If the employee has less than six (6) months of active payroll status during a calendar year, then the employee shall receive zero (0) credit for that calendar year. Total credit for all years of service will not exceed one hundred percent (100%).

Section 2. Post-Fifty-Five Early Retirement Incentive.

A. **Incentive for Employees Hired On or Before August 26, 2002 and Employees Hired After August 26, 2002 Who Have Attained 100% Credit for Years of Service.** An employee who satisfies all of the eligibility requirements of Section 1 and was hired on or before August 26, 2002 or was hired after that date and has attained 100% credit for years of service; may elect, either during the pay period in which his/her fifty-fifth (55th) birthday occurs or any time thereafter, to retire and take advantage of the Early Retirement Incentive specified herein. As and for such incentive, each month the Employer shall pay the full Employer contribution, in the amount specified in Article 27, toward health and dental insurance coverage for the employee and his/her dependents until the employee reaches age 65; provided that the employee is in payroll status and the Employer is paying the full Employer contribution for health and dental coverage on the employee's fifty-fifth (55th) birthday, or that the employee is on an unpaid leave of absence which began not more than six (6) months prior to his/her fifty-fifth (55th) birthday and during which the employee continued to be covered by the group insurance program under Article 27 by paying the premiums for such coverage. The eligible employee shall pay the remaining monthly portion of such insurance premium.

B. **Incentive for Employees Hired After August 26, 2002 Who Have Not Attained 100% Credit for Years of Service.** An employee who satisfies all of the eligibility requirements of Section 1, was hired after August 26, 2002 and has not attained 100% credit for years of service; may elect, either during the pay period in which his/her fifty-fifth (55th) birthday occurs or any time thereafter, to retire and take advantage of the Early Retirement Incentive specified herein. As and for such incentive, the Employer shall pay each month, until the employee reaches age sixty-five (65), an amount equal to the employee's appropriate years of service percentage times the monthly Employer contribution for health and dental insurance in effect with regard to the employee at the time of his/her retirement; provided that on the employee's 55th birthday the Employer is paying the full Employer contribution for health and dental coverage, or that the employee is on an unpaid leave of absence which began not more than six (6) months prior to his/her 55th birthday and during which the employee continued to be covered by the group insurance program under Article 27 by paying the premiums for such coverage. The eligible employee shall pay the remaining monthly portion of such insurance premium.

Section 3. Pre-Fifty-Five Early Retirement Incentive.

Any employee who satisfies all of the eligibility requirements of Section 1, may elect on or after his/her fiftieth (50th) birthday and before his/her fifty-fifth (55th) birthday to retire and take advantage of the Pre-Fifty-Five Early Retirement Incentive specified herein. As and for such incentive, the Employer shall pay each month, until the employee reaches age sixty-five (65), an amount equal to: one hundred twenty (120) times the amount of the monthly Employer contribution for health and dental insurance in effect with regard to the employee at the time of his/her retirement; divided by the number of months from the date of retirement until the employee reaches age sixty-five (65). The monthly amount payable with regard to an employee who was hired after August 26, 2002 and who has not attained 100% credit for years of service, shall be further multiplied by the employee's years of service percentage. The eligible employee shall pay the remaining portion of the monthly insurance premium.

ARTICLE 30 - SAVINGS CLAUSE

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

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

ARTICLE 31 - COMPLETE AGREEMENT AND WAIVER CLAUSE

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 Association 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 of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 32 - DONATION OF VACATION

The Employer shall authorize the Appointing Authority to permit the donation of up to eight (8) hours of accumulated vacation time in each year of this Agreement by each employee to their Association representative for the purpose of carrying out the duties of their office.

ARTICLE 33 - ADA/WORKERS' COMPENSATION

Section 1. Purpose.

The Association and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Association and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from workers' compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's capabilities but not to create a job just to provide employment.

The Appointing Authority shall provide reasonable accommodations in a fair and equitable manner. If the Appointing Authority determines that a contract waiver is necessary, it shall hold a meeting with the appropriate Association to discuss the proposed employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Employer proposes to modify that article. The Appointing Authority may make temporary accommodations between the meeting with the Association and its responses to the request for a waiver. Any contract waiver must be agreed to by the Employer and the Association.

When an employee on workers’ compensation benefits has decided to use sick leave, vacation leave or compensatory time to supplement his/her workers’ compensation benefits, the following procedure applies. The employee shall notify the Appointing Authority in writing that he/she requests to supplement his/her workers’ compensation through the use of sick leave, vacation leave or compensatory time. Sick leave must be exhausted before the vacation leave or compensatory time can be approved. Upon receiving the notice from the employee, the Appointing Authority may substitute the sick leave with vacation leave when it is apparent that the continued use of sick leave will resulted in the loss of accrued vacation in excess of two hundred seventy-five (275) hours at the end of the fiscal year. Once the employee’s vacation balance is

reduced to two hundred seventy-five (275) hours, the continued workers' compensation supplement will be through the use of sick leave.

ARTICLE 34 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and except for the salary adjustments set forth in Article 28, shall become effective the 30th day of May, 2019, subject to ratification by the ninety first(91st) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 2019.

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

In witness whereof, the parties hereto have set their hands this 5th day of April, 2019.

FOR THE ASSOCIATION

Paul Meier
Commerce Fraud Agent's Association
MN Alcohol & Gambling Enforcement Agents' Association
MN Fugitive Apprehension Agents' Association

Paul Gheradi
BCA Agents Association

Joe Stattelman
MN Conservation Officer's Association

Mike LeDoux
MN Law Enforcement Association

James P. Michels, Esq.
Attorney for MN Law Enforcement Association

Gabe Cornish
MN State Trooper's Association

Joe Dellwo
MN State Trooper's Association

FOR THE EMPLOYER

Myron Frans
Commissioner of Minnesota Management and Budget

Edwin Hudson
Deputy Commissioner of Enterprise Human Capital Division of Minnesota Management and Budget

Jennifer Claseman, Esq.
Enterprise Director Labor Relations, Minnesota Management and Budget

Paula Graff
Labor Relations Consultant 4, Minnesota Management and Budget

APPENDIX A - VACATION

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

HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE

No. Hours Worked 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 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½ but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½ but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½ but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½ but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½ but less then 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½ but less then 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

APPENDIX B - SICK LEAVE

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

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

Number of Hours worked During Pay Period	Hours Accrued
Less than 9½	0
At least 9½ but less than 19½	¾
At least 19½ but less than 29½	1
At least 29½ but less than 39½	1½

Number of Hours worked During Pay Period	Hours Accrued
At least 39 ½ but less than 49½	2
At least 49½ but less than 59½	2½
At least 59½ but less than 69½	3
At least 69½ but less than 79½	3½
At least 79½	4

APPENDIX C - CODE OF ETHICS

Statement of purpose.

A. The observance of high ethical standards by state employees is essential to the conduct of free government. The employee holds his or her position as a public trust and any effort to realize personal gain through official conduct is a violation of that trust.

B. It is recognized that employees should have equal opportunity with all citizens to develop private, economic and social interests and that it is therefore necessary to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society and those conflicts which are substantial and material and conflict with the employee's responsibility to the public.

C. It is further recognized that employees are granted certain rights to organize and participate in labor or employee organizations under M.S. l79.6l-l79.77. These rules shall not be interpreted to apply to any activity which is protected by M.S. l79.6l-l79.77 or agreements and practices thereunder nor to prevent a current or former employee from accepting employment with a labor or employee organization representing employees.

D. The standards of conduct for employees in the performance of their official duties set forth in this chapter are intended to identify potential conflicts of interest, eliminate actual conflicts of interest, improve standards of public service and promote and strengthen the faith and confidence of the people of the State in their government. It is further intended that these standards shall serve both as a guide for official conduct and as a basis for disciplinary action.

Definitions.

A. "Agency" means a department, commission, board, institution or other entity in the executive branch in which all positions are under the same appointing authority.

B. "Appointing Authority" means a person or group of persons empowered by the constitution, by statute or by lawfully delegated authority to make appointments to positions in state service.

C. "Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in non-profit or profit-making activities.

D. "Confidential information" means any information obtained under government authority which has not become part of the body of public information and which, if released

prematurely or in non-summary form, would provide unfair economic advantage or adversely affect the competitive position of an individual or a business.

E. "Employee" means any classified or unclassified employee of the executive branch. Where specific provisions of M.S. ch. 10A apply to employees and would conflict with any of these rules, the provisions of M.S. ch. 10A will apply to that specific instance.

F. "Private interest" means any interest, including but not limited to a financial interest, which pertains to a person or business whereby such person or business would gain a benefit, privilege, exemption or advantage from the action of a state agency or employee that is not available to the general public.

Acceptance of gifts or favors. An employee shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source except the State for any activity related to the duties of the employee unless otherwise provided by law. However, the acceptance of any of the following shall not be a violation of this rule:

A. Advertising gifts of nominal value having wide distribution.

B. Plaques or similar mementos recognizing individual service in a field of specialty or to a charitable cause.

C. Payment or reimbursement of expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the State and which have been approved in advance by the appointing authority as part of a work assignment.

D. Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the State.

Use of confidential information. An employee shall not disclose confidential information, shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require him or her to disclose or use confidential information.

Use of State property. An employee shall not use or allow the use of State time and supplies and state owned or leased property and equipment for his or her private interests or any other use not in the interest of the State, except as provided by law.

Conflicts of interest.

A. An employee shall not use or attempt to use his or her position to secure benefits, privileges, exemptions or advantages for the employee or others different from those available to the general public.

B. An employee shall not accept other employment which will affect his or her independence of judgment in the exercise of the employee's official duties.

C. An employee shall not act as agent or attorney in any action or matter pending before the agency by which he or she is employed except in the proper discharge of official duties or on the employee's own behalf.

D. When an employee believes the potential for a conflict of interest exists, it is his or her duty to take action to avoid the situation. The employee shall:

1. Cease the performance of duties that could create a conflict of interest and notify the appointing authority within one working day of such cessation.

and

2. Prepare a written statement describing the matter requiring action or decision and the nature of the possible conflict of interest.

and

3. Take either of the following courses of action:
    a. Deliver the statement to his or her Appointing Authority and request a clarification of the possibility of a conflict of interest. The Appointing Authority may request an advisory opinion from the Commissioner of Minnesota Management & Budget or legal counsel. A copy of any advisory opinion issued by an Appointing Authority shall be sent to the Commissioner of Minnesota Management & Budget.
    b. Request an advisory opinion directly from the Commissioner of Minnesota Management & Budget by delivering the statement to the Commissioner. The Commissioner shall issue an advisory opinion within seven days and provide a copy to the employee and Appointing Authority.
4. If the employee, Appointing Authority or Commissioner determine that a conflict of interest exists, the employee shall, if possible, be relieved of the assignment, and the Appointing Authority shall assign the matter to another qualified employee who does not have a conflict of interest. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.
5. A conflict of interest shall be deemed to exist when a review of the situation by the employee, the Appointing Authority or the Commissioner determines any one of the following conditions to be present:
    a. The use for private gain or advantage of State time, facilities, equipment or supplies or the badge, uniform, prestige or influence of the State office or employment;
    b. Receipt or acceptance by the employee of any money or other thing of value from anyone other than the State for the performance of an act which the employee would be required or expected to perform in the regular course or hours of State employment or as part of his or her duties as an employee;
    c. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee;
    d. The performance of an act in other than his or her capacity as an employee which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee.

Disciplinary action. The rules of conduct set forth in this chapter shall be deemed conditions of employment in the State service. Violation of these rules of conduct shall constitute just cause for disciplinary action.

Copy to employees. Each Appointing Authority shall provide a copy of this chapter and any subsequent amendments to all current employees, and to new employees at the time of appointment.

APPENDIX D-1

Compensation Grid 1BB
Unit 201 Law Enforcement Association
Ranges 20-23
Effective 07/01/2017-06/30/2018

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
20	YR	62,849	65,375	68,006	70,679	73,539	76,421	79,469	82,664
20	MO	5,237	5,448	5,667	5,890	6,128	6,368	6,622	6,889
20	HR	30.10	31.31	32.57	33.85	35.22	36.60	38.06	39.59
21	YR	65,459	68,194	70,971	73,748	76,797	79,845	83,061	86,381
21	MO	5,455	5,683	5,914	6,146	6,400	6,654	6,922	7,198
21	HR	31.35	32.66	33.99	35.32	36.78	38.24	39.78	41.37
22	YR	65,459	68,194	70,971	73,748	76,797	79,845	83,061	86,756
22	MO	5,455	5,683	5,914	6,146	6,400	6,654	6,922	7,230
22	HR	31.35	32.66	33.99	35.32	36.78	38.24	39.78	41.55
23	YR	69,510	72,349	75,314	78,300	81,474	84,731	88,114	90,327
23	MO	5,792	6,029	6,276	6,525	6,789	7,061	7,343	7,527
23	HR	33.29	34.65	36.07	37.50	39.02	40.58	42.20	43.26

Job Code	Job Title	Grid ID #	Comp Code	Minimum Annual	Maximum Annual
003843	Commerce Insurance Fraud Specialist	1BB	21H	65,459	86,381
003788	Fugitive Specialist	1BB	21H	65,459	86,381
000816	Special Agent	1BB	22H	65,459	86,756
001723	Special Agent Senior	1BB	23H	69,510	90,327

APPENDIX D-2

Compensation Grid 1BB
Unit 201 Law Enforcement Association
Ranges 20-23
Effective 07/01/2018-10/02/2018

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
20	YR	64,269	66,837	69,530	72,266	75,189	78,133	81,265	84,522
20	MO	5,356	5,570	5,794	6,022	6,266	6,511	6,772	7,044
20	HR	30.78	32.01	33.30	34.61	36.01	37.42	38.92	40.48
21	YR	66,941	69,718	72,558	75,398	78,530	81,641	84,940	88,322
21	MO	5,578	5,810	6,047	6,283	6,544	6,803	7,078	7,360
21	HR	32.06	33.39	34.75	36.11	37.61	39.10	40.68	42.30
22	YR	66,941	69,718	72,558	75,398	78,530	81,641	84,940	88,698
22	MO	5,578	5,810	6,047	6,283	6,544	6,803	7,078	7,392
22	HR	32.06	33.39	34.75	36.11	37.61	39.10	40.68	42.48
23	YR	71,076	73,978	77,005	80,054	83,311	86,631	90,097	92,352
23	MO	5,923	6,165	6,417	6,671	6,943	7,219	7,508	7,696
23	HR	34.04	35.43	36.88	38.34	39.90	41.49	43.15	44.23

Job Code	Job Title	Grid ID #	Comp Code	Minimum Annual	Maximum Annual
003843	Commerce Insurance Fraud Specialist	1BB	21H	66,941	88,322
003788	Fugitive Specialist	1BB	21H	66,941	88,322
000816	Special Agent	1BB	22H	66,941	88,698
001723	Special Agent Senior	1BB	23H	71,076	92,352

APPENDIX D-3

Compensation Grid 1BB
Unit 201 Law Enforcement Association
Ranges 20-23
Effective 10/03/2018-06/30/2019

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
20	YR	64,999	67,568	70,261	72,996	75,920	78,864	81,996	85,253
20	MO	5,417	5,631	5,855	6,083	6,327	6,572	6,833	7,104
20	HR	31.13	32.36	33.65	34.96	36.36	37.77	39.27	40.83
21	YR	67,672	70,449	73,289	76,128	79,260	82,372	85,671	89,053
21	MO	5,639	5,871	6,107	6,344	6,605	6,864	7,139	7,421
21	HR	32.41	33.74	35.10	36.46	37.96	39.45	41.03	42.65
22	YR	67,672	70,449	73,289	76,128	79,260	82,372	85,671	89,429
22	MO	5,639	5,871	6,107	6,344	6,605	6,864	7,139	7,452
22	HR	32.41	33.74	35.10	36.46	37.96	39.45	41.03	42.83
23	YR	71,806	74,709	77,736	80,785	84,042	87,362	90,828	93,083
23	MO	5,984	6,226	6,478	6,732	7,004	7,280	7,569	7,757
23	HR	34.39	35.78	37.23	38.69	40.25	41.84	43.50	44.58

Job Code	Job Title	Grid ID #	Comp Code	Minimum Annual	Maximum Annual
003843	Commerce Insurance Fraud Specialist	1BB	21H	67,672	89,053
003788	Fugitive Specialist	1BB	21H	67,672	89,053
000816	Special Agent	1BB	22H	67,672	89,429
001723	Special Agent Senior	1BB	23H	71,806	93,083

Compensation Grid 1C
Unit 201 Law Enforcement Association
Ranges 03-15
Effective 07/01/2017-06/30/2018

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
03	YR	52,638	54,873	57,023	59,278	61,721	64,227	66,900	69,510
03	MO	4,387	4,573	4,752	4,940	5,143	5,352	5,575	5,792
03	HR	25.21	26.28	27.31	28.39	29.56	30.76	32.04	33.29
04	YR	53,787	55,875	58,193	60,573	62,911	65,459	68,194	70,971
04	MO	4,482	4,656	4,849	5,048	5,243	5,455	5,683	5,914
04	HR	25.76	26.76	27.87	29.01	30.13	31.35	32.66	33.99
05	YR	54,873	57,023	59,278	61,721	64,227	66,900	69,510	72,349
05	MO	4,573	4,752	4,940	5,143	5,352	5,575	5,792	6,029
05	HR	26.28	27.31	28.39	29.56	30.76	32.04	33.29	34.65
06	YR	55,875	58,193	60,573	62,911	65,459	68,194	70,971	73,748
06	MO	4,656	4,849	5,048	5,243	5,455	5,683	5,914	6,146
06	HR	26.76	27.87	29.01	30.13	31.35	32.66	33.99	35.32
07	YR	57,023	59,278	61,721	64,227	66,900	69,510	72,349	75,314
07	MO	4,752	4,940	5,143	5,352	5,575	5,792	6,029	6,276
07	HR	27.31	28.39	29.56	30.76	32.04	33.29	34.65	36.07
08	YR	58,193	60,573	62,911	65,459	68,194	70,971	73,748	76,797
08	MO	4,849	5,048	5,243	5,455	5,683	5,914	6,146	6,400
08	HR	27.87	29.01	30.13	31.35	32.66	33.99	35.32	36.78
09	YR	59,278	61,721	64,227	66,900	69,510	72,349	75,314	78,300
09	MO	4,940	5,143	5,352	5,575	5,792	6,029	6,276	6,525
09	HR	28.39	29.56	30.76	32.04	33.29	34.65	36.07	37.50
10	YR	60,573	62,911	65,459	68,194	70,971	73,748	76,797	79,845
10	MO	5,048	5,243	5,455	5,683	5,914	6,146	6,400	6,654
10	HR	29.01	30.13	31.35	32.66	33.99	35.32	36.78	38.24
11	YR	61,721	64,227	66,900	69,510	72,349	75,314	78,300	81,474
11	MO	5,143	5,352	5,575	5,792	6,029	6,276	6,525	6,789
11	HR	29.56	30.76	32.04	33.29	34.65	36.07	37.50	39.02

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
12	YR	62,911	65,459	68,194	70,971	73,748	76,797	79,845	83,061
12	MO	5,243	5,455	5,683	5,914	6,146	6,400	6,654	6,922
12	HR	30.13	31.35	32.66	33.99	35.32	36.78	38.24	39.78
13	YR	64,227	66,900	69,510	72,349	75,314	78,300	81,474	84,731
13	MO	5,352	5,575	5,792	6,029	6,276	6,525	6,789	7,061
13	HR	30.76	32.04	33.29	34.65	36.07	37.50	39.02	40.58
14	YR	65,459	68,194	70,971	73,748	76,797	79,845	83,061	86,381
14	MO	5,455	5,683	5,914	6,146	6,400	6,654	6,922	7,198
14	HR	31.35	32.66	33.99	35.32	36.78	38.24	39.78	41.37
15	YR	66,900	69,510	72,349	75,314	78,300	81,474	84,731	88,114
15	MO	5,575	5,792	6,029	6,276	6,525	6,789	7,061	7,343
15	HR	32.04	33.29	34.65	36.07	37.50	39.02	40.58	42.20

Job Code	Job Title	Grid ID #	Comp Code	Minimum Annual	Maximum Annual
01743	NR Spec 2 CO	1C	05H	54,873	72,349
03660	NR Spec 3 CO Community Liaison	1C	08H	58,193	76,797
03878	NR Spec 3 CO Pilot	1C	08H	58,193	76,797
03185	NR Spec 3 CO Reg Training Offr	1C	08H	58,193	76,797
03184	NR Spec 3 CO Spec Investigator	1C	10H	60,573	79,845
03193	NR Spec 3 CO Water Res Spec	1C	08H	58,193	76,797
01868	NR Spec 4 CO Pilot	1C	11H	61,721	81,474
03190	NR Spec/CO Unit Leader	1C	08H	58,193	76,797
07991	State Patrol Trooper	1C	06H	55,875	73,748

Compensation Grid 1C
Unit 201 Law Enforcement Association
Ranges 03-15
Effective 07/01/2018-10/02/2018

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
03	YR	53,829	56,105	58,297	60,615	63,120	65,668	68,403	71,076
03	MO	4,486	4,675	4,858	5,051	5,260	5,472	5,700	5,923
03	HR	25.78	26.87	27.92	29.03	30.23	31.45	32.76	34.04
04	YR	54,998	57,128	59,508	61,930	64,331	66,941	69,718	72,558
04	MO	4,583	4,761	4,959	5,161	5,361	5,578	5,810	6,047
04	HR	26.34	27.36	28.50	29.66	30.81	32.06	33.39	34.75
05	YR	56,105	58,297	60,615	63,120	65,668	68,403	71,076	73,978
05	MO	4,675	4,858	5,051	5,260	5,472	5,700	5,923	6,165
05	HR	26.87	27.92	29.03	30.23	31.45	32.76	34.04	35.43
06	YR	57,128	59,508	61,930	64,331	66,941	69,718	72,558	75,398
06	MO	4,761	4,959	5,161	5,361	5,578	5,810	6,047	6,283
06	HR	27.36	28.50	29.66	30.81	32.06	33.39	34.75	36.11
07	YR	58,297	60,615	63,120	65,668	68,403	71,076	73,978	77,005
07	MO	4,858	5,051	5,260	5,472	5,700	5,923	6,165	6,417
07	HR	27.92	29.03	30.23	31.45	32.76	34.04	35.43	36.88
08	YR	59,508	61,930	64,331	66,941	69,718	72,558	75,398	78,530
08	MO	4,959	5,161	5,361	5,578	5,810	6,047	6,283	6,544
08	HR	28.50	29.66	30.81	32.06	33.39	34.75	36.11	37.61
09	YR	60,615	63,120	65,668	68,403	71,076	73,978	77,005	80,054
09	MO	5,051	5,260	5,472	5,700	5,923	6,165	6,417	6,671
09	HR	29.03	30.23	31.45	32.76	34.04	35.43	36.88	38.34
10	YR	61,930	64,331	66,941	69,718	72,558	75,398	78,530	81,641
10	MO	5,161	5,361	5,578	5,810	6,047	6,283	6,544	6,803
10	HR	29.66	30.81	32.06	33.39	34.75	36.11	37.61	39.10
11	YR	63,120	65,668	68,403	71,076	73,978	77,005	80,054	83,311
11	MO	5,260	5,472	5,700	5,923	6,165	6,417	6,671	6,943
11	HR	30.23	31.45	32.76	34.04	35.43	36.88	38.34	39.90

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
12	YR	64,331	66,941	69,718	72,558	75,398	78,530	81,641	84,940
12	MO	5,361	5,578	5,810	6,047	6,283	6,544	6,803	7,078
12	HR	30.81	32.06	33.39	34.75	36.11	37.61	39.10	40.68
13	YR	65,668	68,403	71,076	73,978	77,005	80,054	83,311	86,631
13	MO	5,472	5,700	5,923	6,165	6,417	6,671	6,943	7,219
13	HR	31.45	32.76	34.04	35.43	36.88	38.34	39.90	41.49
14	YR	66,941	69,718	72,558	75,398	78,530	81,641	84,940	88,322
14	MO	5,578	5,810	6,047	6,283	6,544	6,803	7,078	7,360
14	HR	32.06	33.39	34.75	36.11	37.61	39.10	40.68	42.30
15	YR	68,403	71,076	73,978	77,005	80,054	83,311	86,631	90,097
15	MO	5,700	5,923	6,165	6,417	6,671	6,943	7,219	7,508
15	HR	32.76	34.04	35.43	36.88	38.34	39.90	41.49	43.15

Job Code	Job Title	Grid ID #	Comp Code	Minimum Annual	Maximum Annual
01743	NR Spec 2 CO	1C	05H	56,105	73,978
03660	NR Spec 3 CO Community Liaison	1C	08H	59,508	78,530
03878	NR Spec 3 CO Pilot	1C	08H	59,508	78,530
03185	NR Spec 3 CO Reg Training Offr	1C	08H	59,508	78,530
03184	NR Spec 3 CO Spec Investigator	1C	10H	61,930	81,641
03193	NR Spec 3 CO Water Res Spec	1C	08H	59,508	78,530
01868	NR Spec 4 CO Pilot	1C	11H	63,120	83,311
03190	NR Spec/CO Unit Leader	1C	08H	59,508	78,530
07991	State Patrol Trooper	1C	06H	57,128	75,398

Compensation Grid 1C
Unit 201 Law Enforcement Association
Ranges 03-15
Effective 10/03/2018-06/30/2019

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
03	YR	54,559	56,835	59,028	61,345	63,851	66,398	69,134	71,806
03	MO	4,547	4,736	4,919	5,112	5,321	5,533	5,761	5,984
03	HR	26.13	27.22	28.27	29.38	30.58	31.80	33.11	34.39
04	YR	55,729	57,858	60,239	62,661	65,062	67,672	70,449	73,289
04	MO	4,644	4,822	5,020	5,222	5,422	5,639	5,871	6,107
04	HR	26.69	27.71	28.85	30.01	31.16	32.41	33.74	35.10
05	YR	56,835	59,028	61,345	63,851	66,398	69,134	71,806	74,709
05	MO	4,736	4,919	5,112	5,321	5,533	5,761	5,984	6,226
05	HR	27.22	28.27	29.38	30.58	31.80	33.11	34.39	35.78
06	YR	57,858	60,239	62,661	65,062	67,672	70,449	73,289	76,128
06	MO	4,822	5,020	5,222	5,422	5,639	5,871	6,107	6,344
06	HR	27.71	28.85	30.01	31.16	32.41	33.74	35.10	36.46
07	YR	59,028	61,345	63,851	66,398	69,134	71,806	74,709	77,736
07	MO	4,919	5,112	5,321	5,533	5,761	5,984	6,226	6,478
07	HR	28.27	29.38	30.58	31.80	33.11	34.39	35.78	37.23
08	YR	60,239	62,661	65,062	67,672	70,449	73,289	76,128	79,260
08	MO	5,020	5,222	5,422	5,639	5,871	6,107	6,344	6,605
08	HR	28.85	30.01	31.16	32.41	33.74	35.10	36.46	37.96
09	YR	61,345	63,851	66,398	69,134	71,806	74,709	77,736	80,785
09	MO	5,112	5,321	5,533	5,761	5,984	6,226	6,478	6,732
09	HR	29.38	30.58	31.80	33.11	34.39	35.78	37.23	38.69
10	YR	62,661	65,062	67,672	70,449	73,289	76,128	79,260	82,372
10	MO	5,222	5,422	5,639	5,871	6,107	6,344	6,605	6,864
10	HR	30.01	31.16	32.41	33.74	35.10	36.46	37.96	39.45
11	YR	63,851	66,398	69,134	71,806	74,709	77,736	80,785	84,042
11	MO	5,321	5,533	5,761	5,984	6,226	6,478	6,732	7,004
11	HR	30.58	31.80	33.11	34.39	35.78	37.23	38.69	40.25

Step		A	B	C	D	E	F	G	H
Range	Length of time		After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
12	YR	65,062	67,672	70,449	73,289	76,128	79,260	82,372	85,671
12	MO	5,422	5,639	5,871	6,107	6,344	6,605	6,864	7,139
12	HR	31.16	32.41	33.74	35.10	36.46	37.96	39.45	41.03
13	YR	66,398	69,134	71,806	74,709	77,736	80,785	84,042	87,362
13	MO	5,533	5,761	5,984	6,226	6,478	6,732	7,004	7,280
13	HR	31.80	33.11	34.39	35.78	37.23	38.69	40.25	41.84
14	YR	67,672	70,449	73,289	76,128	79,260	82,372	85,671	89,053
14	MO	5,639	5,871	6,107	6,344	6,605	6,864	7,139	7,421
14	HR	32.41	33.74	35.10	36.46	37.96	39.45	41.03	42.65
15	YR	69,134	71,806	74,709	77,736	80,785	84,042	87,362	90,828
15	MO	5,761	5,984	6,226	6,478	6,732	7,004	7,280	7,569
15	HR	33.11	34.39	35.78	37.23	38.69	40.25	41.84	43.50

Job Code	Job Title	Grid ID #	Comp Code	Minimum Annual	Maximum Annual
01743	NR Spec 2 CO	1C	05H	56,835	74,709
03660	NR Spec 3 CO Community Liaison	1C	08H	60,239	79,260
03878	NR Spec 3 CO Pilot	1C	08H	60,239	79,260
03185	NR Spec 3 CO Reg Training Offr	1C	08H	60,239	79,260
03184	NR Spec 3 CO Spec Investigator	1C	10H	62,661	82,372
03193	NR Spec 3 CO Water Res Spec	1C	08H	60,239	79,260
01868	NR Spec 4 CO Pilot	1C	11H	63,851	84,042
03190	NR Spec/CO Unit Leader	1C	08H	60,239	79,260
07991	State Patrol Trooper	1C	06H	57,858	76,128

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

BOX , 500 LAFAYETTE ROAD • ST. PAUL, MINNESOTA • 55155-40

August 17, 1989

Brian Rice
Attorney at Law
Best and Flanagan
3500 I.D.S. Center
Minneapolis, MN 55402

Dear Mr. Rice:

This memo is intended to set forth the DNR's practice of overtime distribution for Conservation Officers pursuant to Article 25, Section IC.

It is expected that the typical CO's schedule would range from 80-86 hours per 14 day work period. Authorized hours in excess of 86 up to a maximum of 92 hours each work period would be included in the annualized average figure. Hours in excess of 80 must be authorized. In the event a CO does not utilize all of the 92 maximum hours allowed in one work period, the unworked hours may be transferred to a subsequent work period. Such a transfer of hours is intended and would only be for use during high activity periods such as season openers, fish runs, stake outs, etc.

Each CO is expected to manage his/her hours so that the 92 hour maximum is not exceeded, on average, over the year. If it becomes obvious that an officer will exceed that average, his/her hours will be adjusted accordingly by the Director of Enforcement or his designee.

The following is an example of how the system would work:

156 straight time hours and **156 overtime** hours are the outside maximum hours that could be worked each year, based on 26 work periods.

Hours		
Straight	O.T.	
156	156	1st work period - 82 hours are recorded. Since the hours from 80-86 are straight time hours those extra hours between 80 & 86 a-re deducted from the straight time bank. 156 minus 2 = 154 straight time hours left.
-2	-	
154	156	

Hours		
Straight	O.T	
154	156	2nd work period - 90 hours are recorded. 6 hours are
-6	-4	subtracted from the straight time bank (154 minus 6)
148	152	which leaves 148 hours in the straight time bank.
		Hours in excess of 86 are deducted from the overtime
		bank. (156 minus the 4 hours in excess of 86) or 152
		hours left in the overtime bank.

Hours		
Straight	O.T	
148	152	3rd work period - 98 hours are recorded. 148 minus 6
-6	-12	= 142 straight time balance. The remaining 12 hours
142	140	(those in excess of 86) are deducted from the
		overtime bank, leaving 140 overtime hours.

This capsulizes the overtime availability and field operations situations that have been addressed through bargaining.

Thanks for your cooperation.

Sincerely,

Steven G. Thorne
Deputy Commissioner

APPENDIX G - DRUG AND ALCOHOL TESTING POLICY

1. INTRODUCTION

This drug and alcohol testing policy is intended to conform to state law as set forth in Minnesota Statutes 181.950, et. seq., and is as follows:

2. DEFINITIONS

A. **"Confirmatory Testing"** and **"Confirmatory Retest"** mean a drug or alcohol test that uses a method of analysis approved by the Commissioner of Health as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.

B. **"Drug"** means a controlled substance as defined in Minnesota Statues 152.01, subd. 4.

C. "**Drug and Alcohol Testing,**" "**Drug or Alcohol Testing,**" and "**Drug or Alcohol Test,"** mean analysis of a body component sample approved by the Commissioner of Health, including blood and urine, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

D. **"Initial Screening Test"** means a drug or alcohol test which uses a method of analysis approved by the Commissioner of Health as being capable of providing data as to general classes or drugs, alcohol, or their metabolites.

E. **"Positive Test Result"** means a finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold deduction levels set by the Commissioner of Health; until threshold detection levels are set by the Commissioner of Health, the presence of alcohol, drugs or metabolite at or above the following levels shall be considered to be a positive test result:

Substance	Initial Screening	Confirmatory
Alcohol (urine)	02 Gm/67 ml	02 Gm/67 ml of urine
Alcohol (blood)	02 Gm/100 ml	02 Gm/100 ml of blood
Amphetamines	300 ng/ml	300 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
PCP (phencyclidine)	75 ng/ml	25 ng/ml
THC Metabolite (marijuana)	100 ng/ml	15 ng/ml
LSD (lysergic acid diethylamide)	5 ng/ml	5 ng/ml
3,4-Methylenedioxy amphetamine	300 ng/ml	300 ng/ml
All other	1000 nl/mg	1000 ng ml
	"GM means gram(s)	
	"L" means liter(s)	
	"MI" means milliliter(s)	
	"Ng/ml" means nanograms per milliliter	

F. **"Under the Influence"** for the purpose of testing, means having the presence of a drug or alcohol at or above the level of a positive test result.

G. **"Probable Cause"** means first hand observations or reliable information based on specific facts and rational inferences drawn from those observations and information.

H. **"Valid Medical Reason"** means, 1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the employee as the person for whose use it is intended; and, 2) the drug was prescribed, administered, and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statues 152.12; and, 3) the drug was used in accord with the terms of the prescription. Use of any over the counter medication in accord with the terms of the product's directions for use shall also constitute a valid medical reason.

3. PERSONS SUBJECT TO TESTING

All employees are subject to testing under applicable sections of this policy. However, no person will be tested for drugs or alcohol under this policy without the person's consent. The Appointing Authority will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this policy.

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. **Probable Cause Testing.**

The Appointing Authority may request or require an employee to undergo drug and alcohol testing if the Appointing Authority has probable cause related to the performance of the job that the employee:

1. is under the influence of drugs or alcohol while the employee is working or while the employee is on the Appointing Authority's premises or operating the Appointing Authority's vehicle, machinery or equipment; or,
2. has violated the Appointing Authority's written work rules (dated March 18, 1989) prohibiting the use, possession, sale or transfer of drugs or alcohol insofar as the work rules apply to on-duty conduct.

5. REFUSAL TO UNDERGO TESTING

A. **Right to Refuse:** Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, no such test shall be given.

B. **Consequences of Refusal:** If any employee refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, the employee may be subject to possible discipline or discharge.

Refusal to sign the Drug and Alcohol Screen Exam Consent Form shall be deemed a refusal to test and the employee may be subject to possible discipline or discharge.

Once the consent form has been signed, the employee must cooperate fully with the persons administering the test. Failure to do so may result in disciplinary action or discharge.

Any discipline given pursuant to this section may be grieved under Article 9.

C. **Refusal on Religious Grounds:** No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo drug or alcohol testing of a urine sample.

6. PROCEDURE FOR TESTING

A. **Notification form:** Before requesting an employee to undergo drug or alcohol testing, the Appointing Authority shall provide the individual with a form on which to 1) acknowledge that the individual has seen a copy of the Appointing Authority's drug and alcohol testing policy, and 2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently (within the last month) taken, and any other information relevant to the reliability of, or explanation for, a positive test result, and 3) indicate consent to undergo the drug and alcohol testing. This shall be done on the Drug and Alcohol Screen Exam Consent Form. Upon request and whenever practicable, the employee is entitled to an Association Representative at the point the Appointing Authority requests or requires the employee to be tested.

B. **Test Sample:** The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent of practicable, consistent with preventing tampering with the sample, and shall conform with applicable rules of the Commissioner of Health. All test samples shall be obtained by or under the direct supervision of a health care professional from a medical facility of the Appointing Authority's selection. However, such facility cannot be a state owned or operated medical facility.

C. **Identification of Samples:** Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be immediately labeled with the subject's social security number, be initialed by the subject, and be signed and dated by the person witnessing the sample.

D. **Chain of Custody:** The Appointing Authority shall maintain a written record of the chain of custody of the sample and ensure proper handling thereof, and comply with the rules adopted by the Commissioner of Health pertaining to chain of custody; until the rules are adopted by the Commissioner, the written record shall include a signature of each person accepting transfer of the sample, the date and time of the transfer, and a notation about the condition of the seal at the time of the transfer.

E. **Laboratory:** All drug or alcohol testing shall use the services of a testing laboratory licensed by the Commissioner of Health or qualifying under the transitional laboratory requirements set forth in Minnesota Statutes; however no test shall be conducted by a testing laboratory owned and operated by the state.

F. **Methods of Analysis:** The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol test results including standards for initial screening tests and confirmatory tests. The method of analysis shall use immuno-chemical technology or chromatography for initial screening tests, and confirmation must be gas chromatography/mass spectrometry, except that where gas chromatography/mass spectrometry is not the scientifically accepted method of choice, the test must be confirmed by a method using some form of chromatography.

G. **Retention and Storage:** Retention and storage procedures shall comply with the rules adopted by the Commissioner of Health, and all samples that produced a positive test result shall be retained and properly stored for at least six months.

H. **Test Report:** The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report to the Appointing Authority within three working days after obtaining the final test result.

7. RIGHTS OF EMPLOYEES

Within three working days after receipt of the test result report from the testing laboratory, the Appointing Authority shall inform in writing an employee who has undergone drug or alcohol testing of:

a. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test

b. The right to request and receive from the Appointing Authority a copy of the test result report

c. The right to request in writing within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory of the employee's choice. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee

d. The right to submit information to the Appointing Authority within three working days after notice of a positive test result to explain that result

e. The right of an employee, for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test required by the Appointing Authority, not to be discharged unless the following condition has been met:

1) The Appointing Authority has first given the employee an opportunity to participate in, at the employee's expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency

The employee may be discharged if he/she has either refused to participate in the counseling or rehabilitation program, or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

A determination by the certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary fulfills the employee's above-specified obligation

f. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test

g. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Appointing Authority concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon or after hire

h. The right to access to information in the subject's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports on acquired information

i. The right of an employee who has made a timely request for a confirmatory retest to suffer no adverse personnel action if the confirmatory retest does not confirm the result of the original confirmatory test, using the same drug or alcohol threshold detection levels as used in the original confirmatory test

8. ACTION AFTER TEST

The Appointing Authority will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of a positive test result from an initial screening testing that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Appointing Authority will do the following unless the employee has furnished a valid medical reason for the positive test result:

a. The employee will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the Appointing Authority has a chemical dependency or abuse problem, the employer will give the employee an opportunity to participate in, at the employee's expense, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion, or by a positive test result on a confirmatory test after completion of the program, the employer may discharge the employee.

b. Nothing in this policy limits the right of the Appointing Authority to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test.

9. DATA PRIVACY

The purpose of collecting a body component sample of blood, breath or urine is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The Appointing Authority may refuse to supply the requested data; however, refusal to supply the requested data may affect

the person's employment status. The employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order. All data on the request for a test, the testing, the test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, manager, or confidential employees directly involved in the case.

10. APPEAL PROCEDURES

Employees disciplined or discharged under this drug and alcohol testing policy may grieve such actions in accord with the contractual grievance procedures.

11. DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM

Employee Name _____ Social Security No._____

Date of Birth_____ Date _____ Time _____ am/pm

Name of Supervisor/Agent Requesting Exam _____

Name of Appointing Authority or Designee Authorizing Testing _____

Medical Consent:

I consent to an examination and the collection of blood and urine specimens by _____ and the release of the test results by _____ laboratory as requested by the (Appointing Authority) to determine the presence of alcohol and/or drugs, if any.

Authorization to Release Information:

I authorize the testing facility, to release any and all medical information obtained during this exam and testing procedure to the (Appointing Authority).

Acknowledgment:

I acknowledge that I was given and/or have seen the State of Minnesota's Drug and Alcohol Testing in the Workplace Policy.

I acknowledge that the results of this Drug and Alcohol Testing may affect my employment status as stated in the policy.

I am currently taking or have recently (within the last month) taken the following over-the-counter or prescription medications (if none, write "none").

Other information relevant to the reliability of, or explanation for, a positive test result (if none, so state).

_____

_____

_____

_____ _____

Employee's Signature Witnessed By:

Dated: _____ Dated: _____

APPENDIX H - MEMORANDUM OF AGREEMENT

GUIDELINE FOR CONSIDERATION OF REQUESTS
TO TAKE EARNED COMPENSATORY TIME OFF

This Agreement is made this _____ day of July, 2002, by and between the State of Minnesota and its Department of Public Safety (the "Employer") and the Minnesota Law Enforcement Association (the "Association").

Preamble

The parties recognize that Earned Compensatory Time, as defined in Article 25, Section 1 of the Labor Agreement, is a form of compensation paid for overtime work. Consistent with the employee's discretion over the manner which he/she spends cash wages, the Employer recognizes that compensatory time off generally should be granted at the desire of the employee. However, the Association recognizes that State Patrol has a responsibility to provide service to the citizens of Minnesota and to other law enforcement agencies in the State. In accordance with these considerations, the parties hereby agree as follows:

Agreement

1. Except under the circumstances set forth in paragraph 4 below, an employee's request to liquidate his/her Earned Compensatory Time Bank shall be granted so long as the absence of the requesting employee will not cause his/her station to fall below the following minimum coverage requirements.

Station Staff Size	Minimum Station Coverage Requirements
2	None
3	One shift per 24 hours
4	10 shifts per week, provided that 1 day car and 1 night car will not be required on more than 2 consecutive days on Fridays, Saturdays or Sundays
5 through 8	1 day car and 1 night car
9	1 day car and 2 night cars
10 through 13	2 days cars and 2 night cars
14 and 15	3 day cars and 3 night cars

   "Station Staff Size" means the number of Troopers permanently assigned to the Station. Station Staff Size shall be determined on a daily basis. In determining the Station Staff Size, a Trooper shall not be included in the count on the day in question if he/she is absent on that day and has been or is reasonably expected to be absent for a period of five (5) or more consecutive calendar days.

2. Requests to take Earned Compensatory Time off will be considered on a first come, first served basis. Although no minimum advance notice is required, where practical, an employee should attempt to give adequate prior notice to his/her supervisor.

3. A supervisor may, but is not required to, deviate from the minimum coverage guidelines as set forth in paragraph 1.

4. Notwithstanding the provisions of paragraph 1 and notwithstanding the Employer's agreement that it will not unreasonably deny a request to take Earned Compensatory Time off, the parties agree that the Employer may deny a request to take Earned Compensatory Time off if the absence of the requesting employee will "unduly disrupt" the operations of the Employer. The parties acknowledge that it is impossible to ascertain every circumstance that could render the absence of an employee "unduly disruptive". Nevertheless, the parties agree that, in addition to the considerations set forth in paragraph 1, 2 and 3 above, an "undue disruption" would be caused by an absence in the following circumstances:

   a. the Commissioner of Public Safety has declared an emergency;

   b. the Chief of the State Patrol has determined that there is an extraordinary event presenting a threat to public safety or causing hazardous travel conditions that impacts a substantial region of the State including the State Patrol District in which the requesting employee's station is located;

   c. the Department of Public Safety cannot provide adequate protection to a visiting dignitary or the elected officials of the State of Minnesota without compelling the attendance of the requesting employee; or

   d. such other circumstances as may be enumerated from time to time by the United States Department of Labor or courts having jurisdiction over the parties.

5. Once a request to use Earned Compensatory Time off has been granted, the grant of time off can be revoked only on the same terms and conditions as when the Employer cancels a scheduled vacation, including the requirement that hours worked on a day for which Compensatory Time off had been granted shall be subject to the call-back and overtime provisions of the Labor Agreement.

ASSOCIATION

Mat Hodapp
President
MN State Patrol Troopers Association

DEPARTMENT OF PUBLIC SAFETY

Steven Mengelkoch
Assistant Chief
State Patrol

Paul Larson
Assistant State Negotiator
Department of Employee Relations

APPENDIX I - LETTER OF AGREEMENT

This Letter of Agreement is made and entered into this 3rd day of January, 1994, by and between the State of Minnesota and its Department of Public Safety and the Department of Natural Resources, hereinafter referred to as the Employer, and the Bureau of Criminal Apprehension Agents' Association, the Minnesota Conservation Officers' Association, and the Minnesota State Patrol Troopers' Association, hereinafter referred to as the Association, and will be included as part of the agreement made between the Employer and the Association for the period covering July 1, 1993 and June 30, 1995.

The parties agree to undertake a comprehensive study of the differences between the wages and wage equivalents of Association members and police officers in Stanton Group V Communities and the University of Minnesota (the "comparison groups").

The parties agree to make a good faith effort to evaluate and quantify the total compensation differences between the Association members and the comparison groups. In undertaking the study, the parties recognize the arbitration decisions between them (BMS Case No. 85-PN-813, 88-PN-21, 92-PN-111).

The parties agree to consider the elements of compensation, including but not limited to severance pay, base wages, insurance, holidays, vacation days, sick leave days, clothing allowances, longevity, step progression, and deferred compensation, in making the comparisons and quantifying the differences in compensation. (Based on the study, the parties will use the results to guide future negotiations between them.)

The parties agree to begin this study no later than March 1, 1994 and to complete the study and make recommendations no later than August 1, 1994.

FOR THE ASSOCIATION

Dennis Olson, Chairperson
MN Law Enforcement Association

Brian F. Rice, Attorney

FOR THE EMPLOYER

John Kuderka, Representative
Department of Employee Relations

Paul Larson, Representative
Department of Employee Relations

Dated this 21st of January, 1994.

APPENDIX J - LETTER OF AGREEMENT

Consistent with the principles set forth in Appendix I Letter of Agreement, this Letter of Agreement is made and entered into this __day of July, 2006 by and between the State of Minnesota and its Department of Public Safety, Department of Natural Resources, Department of Corrections, and Department of Commerce, hereinafter referred to as the Employer, and the Minnesota Law Enforcement Association, hereinafter referred to as the Association, and will be included as part of the agreement made between the Employer and the Association for the period covering July 1, 2005 and June 30, 2007.

During the 2005-2007 round of bargaining, the parties agreed to undertake a comprehensive study of the differences between the wages and wage equivalents of Association members and police officers in the Stanton V Communities and the University of Minnesota (the "Comparison Groups"), the parties agreed that the Stanton V Group as listed in the 2005 Stanton and University of Minnesota report would be used as the analysis and comparison of the study.

The parties agreed to make a good faith effort to evaluate and quantify the total compensation differences between the Association members and the comparison groups. As indicated in Appendix J, the parties recognized the arbitration decisions between them (BMS Case No. 85-PN-813, 88-PN-21, 92-PN-111, and incorporated 04-PN-145 as a result from the 2003-2005 bargaining session.

The parties agreed to consider the elements of compensation, including but not limited to severance pay, base wages, insurance, holidays, vacation days, sick leave days, clothing allowances, longevity, step progression, and deferred compensation, in making the comparisons and quantifying the differences in compensation. (Based on the study, the parties used and will continue to use the results to guide future negotiations between them.)

The parties agreed to conclude the report no later than March 31, 2006. The information in the report and the principles in Appendix J and this Letter of Agreement was used by the parties in reaching a voluntary agreement on May 26, 2006.

FOR THE ASSOCIATION

Mat Hodapp, Chairperson
MN Law Enforcement Association

Jim Michels, Attorney
MN Law Enforcement Association

FOR THE EMPLOYER

Paul Larson, Deputy Commissioner/
State Negotiator
Department of Employee Relations

Liz Koncker, Acting Compensation Manager
Department of Employee Relations

APPENDIX K – ATTENDANCE AT JOINT LABOR/MANAGEMENT COMMITTEE ON HEALTH PLANS

April 22, 2009

Mr. Mat Hodapp, President
Minnesota Law Enforcement Association
506 Ironwood Avenue NE
New Prague, MN 56071

Dear Mat:

During the 2009-2011 round of Coalition insurance negotiations, the Coalition brought to the bargaining table a proposal which was intended to clarify when bargaining unit representatives would be considered on State time while attending and participating in Joint Labor-Management (JLM) on Health Plan meetings. This letter is to confirm our understanding of how we will address this matter for future JLM on HP meetings.

It was agreed that each bargaining unit will be entitled to have one state employee designated as their unit representative for these meetings. The Employer requests that the Exclusive Representatives will notify the State Negotiator's office as to who has been designated for this committee. In turn, the State Negotiator's office will notify the respective agency to ensure the designated union representative will be released from work in order to attend the meeting. Generally, the JLM meetings have been scheduled for half days and it is our understanding that the state-paid time will be limited to the half-day. In the event that we determine that a full day JLM meeting is necessary, the designated bargaining unit representative will be allowed the additional state paid hours.

It is our understanding that all communications with respect to the JLM matters will be sent to the Exclusive Representatives and it is the responsibility of the Exclusive Representative to ensure that their bargaining unit representatives are advised of JLM matters.

Sincerely,

Paul A. Larson

Paul A. Larson
Assistant Commissioner
Labor Relations Division
(651) 259-3770

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

APPENDIX L

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

- https://mn.gov/mmb/assets/1409-fmla-pol-consolidated_tcm1059-233700.pdf;
- https://mn.gov/mmb/assets/1409P--FMLA_tcm1059-233699.pdf;
- https://mn.gov/mmb/assets/2014-6fmlaguidance_tcm1059-125163.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 M

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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Voice: (651) 201-8000 ● Fax: (651) 296-8685 ● TTY: MN Relay 711
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APPENDIX N – MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 25th day of, March 2019, by and between the State of Minnesota and its Department of Public Safety, Department of Natural Resources, Department of Commerce and Department of Corrections (cumulatively, the "Employer"), and the Bureau of Criminal Apprehension Agents' Association, the Minnesota State Patrol Troopers' Association, the Minnesota Conservation Officers' Association, the Minnesota Fugitive Apprehension Agents' Association, the Commerce Fraud Agents' Association, and the Gambling Enforcement Agents' Association (cumulatively, the "Association") to be included as part of the collective bargaining agreement between the Employer and the Association for the period from July 1, 2017 to June 30, 2019 (the "Labor Agreement").

The parties hereto agree to meet and confer in a timely manner on the following issues which were raised, but not resolved, during negotiations of the 2017 - 2019 Labor Agreement. The parties further agree that, unless the parties enter into a signed written agreement modifying the labor agreement, they will continue to be bound by the same with regard to such issues:

1. The parameters of a study to assess market compensation of job classes covered by the MLEA contract; and
2. Consideration of extending certain terms and conditions under the Labor Agreement to Connect 700 program appointees.

FOR THE ASSOCIATION:

James P. Michels, Esq.
Attorney for MN Law Enforcement Association

Mike LeDoux
MN Law Enforcement Association

FOR THE EMPLOYER:

Paula Graff
Labor Relations Consultant 4, MMB

Jennifer Claseman
Enterprise Director for Labor Relations, MMB