

AGREEMENT

between the

STATE OF MINNESOTA
(Departments of Public Safety and Natural Resources)

and the

BUREAU OF CRIMINAL APPREHENSION
AGENTS' ASSOCIATION,

MINNESOTA CONSERVATION OFFICERS' ASSOCIATION

and

MINNESOTA STATE PATROL OFFICERS' ASSOCIATION

July 1, 1985 through June 30, 1987

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PREAMBLE

This Agreement is made and entered into this _____ day of _____ 1986, by and between the State of Minnesota and its Department of Public Safety and Department of Natural Resources, hereinafter referred to as the EMPLOYER, and the Bureau of Criminal Apprehension Agents' Association, Minnesota Conservation Officers' Association, and Minnesota State Patrol Officers' 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 I

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. 80-PR-1276-A (June 26, 1980) as follows:

Unit No. 1, Law Enforcement:

All employees in the classifications included in Law Enforcement Unit No. 1 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding managerial, supervisory, confidential employees, and other employees 179A.01-179A.25.

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

- Special Agent
- Special Agent Team Leader
- Natural Resources Specialist 1 (Conservation Officer)
- Natural Resources Specialist 2 (Conservation Officer)
- Natural Resources Specialist 3 (Conservation Officer)
- Natural Resources Specialist 4 (Conservation Officer Pilot)
- Natural Resources Specialist 4 (Conservation Officer, Enforcement Training Coordinator)
- Natural Resources Specialist 4 (Conservation Officer, Wild Rice Coordinator)
- State Patrol Trooper
- State Patrol Trooper 1
- State Patrol Corporal

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. 179A.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 II

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 III

DUES CHECK-OFF

Section 1. Payroll Deduction. The Employer agrees to cooperate with the Department of Finance 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 the Department of Finance harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer and/or Department of Finance as a result of any action taken or not taken by the Employer and/or Department of Finance under the provisions of this Article, including the deduction and remittance of any fair share fees.

ARTICLE IV

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, physical 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, physical 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, physical 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 V

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 VI

ASSOCIATION RIGHTS

Section 1. Grievance Representatives. Each Association may designate one employee or his/her alternate in each region or patrol 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.

ARTICLE VII

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.

Section 4. Dawn Patrol. When employees are assigned to the Dawn Patrol, they will normally work in close proximity to another officer, except in case(s) of emergency. In the event of a layoff, this section shall not be interpreted to require minimum staffing.

ARTICLE VIII

ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT

Section 1. Code of Ethics. Employees in this bargaining unit agree to be bound by the ethical standards contained 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, 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 XVI, 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. Non-Solicitation. 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 IX

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.

Section 2. Conservation Officers. The Employer shall furnish each employee such articles of clothing as are specified as part of the uniform valued at \$250 annually. 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.

Section 3. Special Agents. Effective July 1, 1981, the Employer agrees to provide each Special Agent covered by this Agreement, a two-hundred dollar (\$200.00) per year uniform allowance.

ARTICLE X

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 Troopers assigned to office duties or to the civil weights, mobile scales, safety education and warrants special job assignments, all Special Agents and Special Agent Team Leaders:

Thursday, July 4, 1985 - Independence Day
Monday, September 2, 1985 - Labor Day
Monday, November 11, 1985 - Veterans Day
Thursday, November 28, 1985 - Thanksgiving Day
Friday, November 29, 1985 - Day after Thanksgiving
Wednesday, December 25, 1985 - Christmas
Wednesday, January 1, 1986 - New Year's
Monday, January 20, 1986 - Martin Luther King's Birthday
Monday, February 17, 1986 - Presidents Day
Monday, May 26, 1986 - Memorial Day
Friday, July 4, 1986 - Independence Day
Monday, September 1, 1986 - Labor Day
Tuesday, November 11, 1986 - Veterans Day
Thursday, November 27, 1986 - Thanksgiving Day
Friday, November 28, 1986 - Day after Thanksgiving
Thursday, December 25, 1986 - Christmas
Thursday, January 1, 1987 - New Year's
Monday, January 19, 1987 - Martin Luther King's Birthday
Monday, February 16, 1987 - Presidents Day
Monday, May 25, 1987 - Memorial Day

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.

Thursday, July 4, 1985 - Independence Day
Monday, September 2, 1985 - Labor Day
Monday, November 11, 1985 - Veterans Day
Thursday, November 28, 1985 - Thanksgiving Day
Friday, November 29, 1985 - Day after Thanksgiving
Wednesday, December 25, 1985 - Christmas
Wednesday, January 1, 1986 - New Year's
Monday, January 20, 1986 - Martin Luther King's Birthday
Monday, February 17, 1986 - Presidents Day
Monday, May 26, 1986 - Memorial Day
Friday, July 4, 1986 - Independence Day
Monday, September 1, 1986 - Labor Day
Tuesday, November 11, 1986 - Veterans Day
Thursday, November 27, 1986 - Thanksgiving Day
Friday, November 28, 1986 - Day after Thanksgiving
Thursday, December 25, 1986 - Christmas
Thursday, January 1, 1987 - New Year's
Monday, January 19, 1987 - Martin Luther King's Birthday
Monday, February 16, 1987 - Presidents Day
Monday, May 25, 1987 - Memorial Day

Employees shall also receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the 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.

Section 2. 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. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- B. State Patrol. 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 for each of the foregoing holidays, in addition to compensation for the hours actually worked during the week.
- 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 3. 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 4. 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 5. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 1 above, falls on any employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify 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.

Section 6. Administrative Time. Employees of the Department of Public Safety shall have the option, upon written notice to their Supervisor, to receive overtime pay for holiday work as administrative time in lieu of cash.

Section 7. 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 9%	0
At least 9%, but less than 19%	1
At least 19%, but less than 29%	2
At least 29%, but less than 39%	3
At least 39%, but less than 49%	4
At least 49%, but less than 59%	5
At least 59%, but less than 69%	6
At least 69%, but less than 79%	7
At least 79%	8

ARTICLE XI

VACATIONS

Section 1. Vacation Accumulation. Permanent or probationary full-time employees shall accrue vacation pay according to the following rates:

<u>Continuous Service Requirement</u>	<u>Rates Per Full Payroll Period</u>
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 20 years	7½ working hours.
After 20 through 25 years	8 working hours.
After 25 through 30 years	8½ working hours.
After 30 years	9 working hours.

Effective July 9, 1975, 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. This method will be effective only after this date and shall not be used to change any Continuous Service Requirements determined prior to that date.

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

An employee shall not accrue vacation during his/her first six (6) months of continuous service. Upon completion of six (6) months continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire.

Employees being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A. Employees may accumulate unused vacation leave to a maximum of two hundred and sixty (260) hours.

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

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

Vacation days for State Patrol Troopers shall be deemed to be those days that the employee would have normally been scheduled to work had he/she not been on vacation. Other days during the vacation period will be available for a work assignment upon the mutual consent of the employee and the Appointing Authority.

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

Section 2. Vacation Selection. Reasonable effort shall be made by the Employer to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. Vacation periods will not normally be scheduled for periods in excess of ten (10) consecutive working days. 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 request for vacation at least four (4) weeks in advance of their vacation to their supervisor. 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 up to 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. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half (1/2) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during vacation

periods will be paid as a holiday and not charged as a vacation day. Vacation charges shall be computed on the basis that each work day is equal to eight (8) hours.

Section 4. Cancellation of Vacation Leave. In the event the Appointing Authority finds it necessary to cancel a scheduled vacation, the affected employee shall be given priority consideration in rescheduling his/her vacation. When the Appointing Authority cancels vacation leave for State Patrol Troopers, it shall be subject to the compensation provisions of Article XXV, Overtime.

Section 5. Vacation Accrual Restoration. An employee who is reinstated or reappointed to the State service after June 30, 1983 and 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. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

ARTICLE XII

TELEPHONE EXPENSES

The Employer agrees to pay the cost of the telephone bill of each Conservation Officer. Charges for all personal long-distance calls and other non-standard charges are the responsibility of each employee. Upon request, Conservation Officers shall provide the Employer with the telephone company's monthly listing of long-distance calls and other charges which the Employer has been requested to pay. In no event shall the Employer be liable for any telephone charges incurred by State Patrol Officers, Special Agents and Team Leaders, and Police Training Instructors and Coordinators.

ARTICLE XIII

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 until nine hundred (900) hours have been accrued. After nine hundred (900) hours have been accrued and maintained, employees shall then accrue sick leave at the rate of two (2) hours per pay period.

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 his/her accumulation for absences necessitated by reason of illness or disability; by necessity of medical or dental care; or by exposure to contagious disease so that his/her attendance on duty may endanger the health of fellow employees or the public. Sick leave shall also be granted with pay to the extent of an employee's accumulation for absence necessitated by illness of his/her spouse, minor children, or parent living in the household of the employee for such periods as his/her attendance may be

necessary, but such sick leave shall be limited to not more than three (3) days. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents, parents of the spouse, grandparents, guardian, children, grandchildren, brothers, sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of the employee's accumulation.

Employees utilizing sick leave under this Article will have such sick leave first deducted from the nine hundred (900) hour accumulation. Employees having utilized sick leave and who fall below the nine hundred (900) hours accumulation shall again accumulate sick leave at four (4) hours per payroll period until their accumulation again reaches nine hundred (900) hours.

An employee who is reinstated or reappointed to State service after June 30, 1983 and 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. This method shall not be used to change sick leave balance restorations determined prior to July 1, 1983.

However, an employee who has received severance pay shall have his/her sick leave balance restored at sixty (60) percent of the employee's accumulated but unused sick leave balance plus seventy-five (75) percent of the employee's accumulated but unused sick leave bank.

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.

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. In no instance shall sick leave be granted for periods of less than one-half (1/2) hour except to permit utilization of lesser fractions that have been accrued. 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.

ARTICLE XIV

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.

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 less the fee received for jury duty, exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work. 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 general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself from his work for the purpose of voting during the forenoon of 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. 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. 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.

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. 43.22, Subd. 3).

- 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. Maternity/Paternity or Adoption. A Maternity/Paternity or Adoption 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. Maternity/Paternity or adoption 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. 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.
- I. Political Leaves. Employees desiring to become a candidate for public office, as defined by M.S. 10A.01, Subd. 5, shall be granted an unpaid leave of absence subject to the following conditions:
 - 1. Conservation Officers, Special Agents, and Special Agent Team Leaders. The political election and campaign activities of Conservation Officers, Special Agents and Special Agent Team Leaders shall be governed by M.S. 43A.32.
 - 2. State Patrol Troopers. Any State Patrol Trooper desiring to become a candidate for public office must request a leave of absence which will

become effective no later than the employee's date of officially filing for candidacy or the final official filing date for candidacy, whichever comes first. Such leave shall terminate when final official election results are known, but in no event longer than one (1) year.

3. General Conditions for Political Leaves. This unpaid leave of absence shall not affect the employee's accrued seniority rights.
4. Before accepting a full-time public office, a State Patrol Trooper must resign, without prejudice, his/her position with the State Patrol.

ARTICLE XV

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
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

The Appointing Authority may, at its discretion, suspend an employee with pay pending an investigation commenced by the Appointing Authority of alleged misconduct by that employee. However, such suspension with pay shall terminate within twenty (20) working days unless the Appointing Authority or his/her designee requests in writing and the Commissioner of Employee Relations or his/her designee agrees in writing to an extension thereof.

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 and written reprimands shall not be arbitrable under any provision of this Agreement.
2. A Trooper who has completed six 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 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. 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.

Section 4. 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 official personnel file. Upon written request of an employee, the contents of his/her official 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 one (1) calendar year following a written reprimand, upon written request of the employee, the Employer shall remove all records of the written reprimand from the employee's official 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 official 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 official 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 Section 4 above, the written reprimand shall not be offered as evidence in an arbitration.

Section 5. Association Representation. An employee who is to be disciplined by suspension or discharge shall have an Association Representative present when so advised.

Section 6. 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.

ARTICLE XVI

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. 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 fourteen (14) 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. 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 five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name, the Employer shall then strike one (1) 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.

ARTICLE XVII

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, 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 two hundred and forty (240) times the employee's regular hourly rate of pay per disabling injury.

To be eligible for compensation pursuant to this section, the disabling injury must have been incurred while performing hazardous duty.

ARTICLE XVIII

SEVERANCE PAY

All employees who have accrued twenty (20) years or more state seniority shall receive severance pay upon any separation from state service. Employees with less than twenty (20) years state seniority shall receive severance pay upon mandatory retirement, death, or lay off, except for seasonal layoffs. Employees who retire 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. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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 five 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. If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine-hundred (900) hour maximum.

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

ARTICLE XIX

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 rate of twenty-four (24) cents per mile 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 nineteen (19) cents per mile 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 Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$16.00 per week for laundry for each week after the first week.

Section 5. Meal Allowances.

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. For employees stationed outside the seven (7) county metropolitan area, the following shall apply: lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period. For employees stationed in the seven (7) county metropolitan area, the following shall apply: employees shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.
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.

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

Breakfast ---	\$6.00
Lunch ---	\$7.00
Dinner ---	\$12.00

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

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

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

ARTICLE XX

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 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 \$5,000 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 \$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 XX Expense Allowances), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

ARTICLE XXI

BIDDING ON LATERAL POSITIONS

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 employees from those indicating a desire to bid to that vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily in that assigned patrol area.

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 employed prior to July 1, 1977 shall not be eligible to bid until the employee has served at least six (6) months in the station to which the employee is assigned. Employees employed on or after July 1, 1977, shall not be eligible for such bidding 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.

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 XVI, 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.

Notwithstanding any provision of this Article, there shall be no lateral bidding between the positions of Natural Resources Specialist 3 Conservation Officer, (Safety Training Specialist); Natural Resources Specialist 3 Conservation Officer (Area Supervisor); Natural Resources Specialist 3 (Information Officer); and Natural Resources Specialist 4 (Conservation Officer Pilot) and Natural Resources Specialist 4 (Enforcement Training Coordinator), unless he/she had previous experience as an area supervisor within Natural Resources Specialist 3.

Section 2. Troopers. 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 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.

The above-stated policies and procedures shall also apply when employees are applying for special job assignments in the employee's district such as mobile scales, warrants, motor vehicle inspection, safety education and civil weights. The Association agrees that the Appointing Authority's decision to abolish a special job assignment is not grievable. The Association also agrees that the Appointing Authority's decision to terminate an employee from that assignment during the first six (6) months of such assignment shall not be grievable. The Appointing Authority agrees that after six (6) continuous months service, it shall terminate an employee from a special assignment only with just cause. Any employee who does not complete six (6) months of continuous service in a special job assignment will be returned to his/her previous assignment. An employee desiring to return from a special job assignment which he/she has occupied for six (6) months or more, shall return to his/her previous assignment and job assignment.

Section 3. Special Agents, Special Agent Team Leaders. It shall be the policy of the Employer to select the most senior qualified employee from those indicating a desire to bid to any vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily.

ARTICLE XXII

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 as far in advance as 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 XXIII

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

Section 1. Court Time. 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 shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An early report to a scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum unless such early report is more than two (2) hours prior to the start of his/her regular shift. An extension of a scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum.

Section 2. Call-In. Employees who are members of the State Patrol shall be eligible for call-in in the following circumstances:

- A. An employee who is called-in to work two (2) hours or more before his/her regularly scheduled shift or on a scheduled day off shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An early report of less than two (2) hours before the start of a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

Section 3. Call Back. An employee in the State Patrol who is called back to work on the same day after having gone home shall receive a minimum of three (3) hours or the actual hours worked.

Section 4. Standby. 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 twenty (20) minutes straight time pay for each two (2) hours 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 2 of this Article.

ARTICLE XXIV

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 scheduled 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 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 schedule employees to a schedule of at least two (2) consecutive days off in a payroll period where such schedule 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 XXV, Section 1(C).

At the discretion of the Regional Enforcement 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 and Special Agent Team Leaders. Special Agents and Special Agent Team Leaders 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 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 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) 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. All schedules shall provide for no less than sixty-four (64) and no more than ninety-six (96) 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 worked 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 XXV apply. 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.
- D. 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".
- E. 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 the Employer. 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.
- F. 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 the Employer. 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 XXV

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. Scheduled shift extensions of hours worked on Fridays 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 straight time.
4. Troopers Administrative - Time Banks. Hours that are not required to be paid for in cash by the Federal Fair Labor Standards Act or other provisions in this Agreement shall be placed in an Administrative Time Bank. Such hours shall be liquidated in cash or in equivalent time off at the Appointing Authority's option. Should such hours be liquidated in cash, it shall be at the employee's straight time hourly rate.
 - a. Administrative time may be accrued to a maximum of ninety (90) hours. All hours in excess of ninety (90) will be liquidated at a straight time rate in cash.
 - b. Administrative time will be liquidated at a time mutually agreeable to the employee and his/her Captain; the employee may, upon seven (7) days notice, be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the ninety (90) hour maximum.
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 Administrative time in lieu of cash.

B. Special Agents and Special Agent Team Leaders. Special Agents and Special Agent Team Leaders shall be paid the overtime rate in cash for authorized hours of work beyond the established work period.

1. Administrative Time Accrual and Liquidation. Hours that are not required to be paid for in cash by the Federal Fair Labor Standards Act or other provisions of this Agreement may be accrued to a maximum

of thirty-three (33) hours. The 33 hours may be exceeded upon approval of the Appointing Authority or his/her designee and may be liquidated at straight time in cash or compensatory time at the option of the Appointing Authority.

2. Administrative time will be liquidated at a time mutually agreeable to the employee and his/her supervisor; the employee may be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the thirty-three (33) hour maximum.

C. Conservation Officers. Conservation Officers shall be paid at the overtime rate in cash for hours worked in excess of 86 hours in the normal 14 day calendar work period.

Overtime shall be subject to the following conditions:

1. Conservation Officers shall be permitted to work up to 86 hours in the 14-calendar day work period for necessary enforcement activities.
2. Conservation Officers with prior approval from the Regional Enforcement Supervisor or designee, shall be permitted to work over 86 hours but not greater than 92 hours in the 14-calendar day work period for emergencies and ongoing enforcement activities.
3. Conservation Officers may only exceed 92 hours in the 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.

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 1985-87 contract language for the issue of Conservation Officers' Overtime shall be interpreted in conjunction with Appendix K, a letter from DNR Deputy Commissioner Steven Thorne.

ARTICLE XXVI

SENIORITY

Section 1. Definition. Seniority shall mean an employee's length of service in a classification within this bargaining unit except that classification seniority shall include all combined time worked in one period the

classifications Trooper, Trooper 1, and Corporal, and Natural Resources Specialists 1, 2, 3 and 4. 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 XIV, 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 final score on the examination eligible list, excluding veterans preference, shall determine their position on the seniority list. 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.

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 Rights. 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.

Employees shall be given thirty (30) days notice prior to layoff. 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 five (5) years.

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.

Upon the request of an employee and with the written approval of the Appointing Authority, 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.

Section 3. Bumping. 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, or if the employee elects not to fill said vacancy, 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 the 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.

Section 4. Seniority Lists. Within three (3) months after the effective date of this Agreement, the Appointing Authority will post a seniority list in each district office, containing the names, classification, and relative seniority position of the employees. The Appointing Authority will provide a copy of the seniority list to the Association President and to each member annually.

Any disagreements or disputes over the calculation of seniority must be filed within 21 calendar days of the date of posting, or shall be deemed waived. Challenges shall be limited to changes since the previous posting.

Section 5. 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.

ARTICLE XXVII

INSURANCE

Section 1. Group Insurance. The Employer agrees to offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

Section 2. Eligible Employees. All employees covered by this Agreement who: 1) are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months; or 2) are scheduled to work at least thirty (30) hours weekly for a twelve (12) consecutive month period shall be eligible to receive the benefits provided under this Article, except for emergency, temporary, or intermittent employees; student workers hired after July 1, 1979, and interns; part-time or seasonal employees serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal employee in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal employees who were receiving State group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive State group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977.

The Employer will pay, at the employee's option, one-half (1/2) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: 1) employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal employees who are scheduled to work at least 1044 hours for a period of nine (9) months or more in any twelve (12) consecutive months.

Enrollment must be at the time of initial employment or during a period of open enrollment. Life insurance for employees and dependents shall be available on the same terms as for comparable full-time employees.

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

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

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

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

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

Part-time or seasonal employees who do not meet the requirements set forth above for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees in the Department of Natural Resources, eligibility requirements may be met based on a combination of seasonal and temporary project employment. Eligibility shall commence after completion of three (3) years of continuous service in which the eligibility requirements are met; shall continue until the employee completes a year in which the eligibility requirements are not met; and shall commence again after the employee meets or is anticipated to meet the eligibility requirement in one (1) year.

Section 3. Health Insurance.

A. Employer Contribution:

For the period July 1, 1985 through October 2, 1985 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1985.

1. Employee Coverage. Effective October 2, 1985, the Employer shall contribute toward the cost of employee health coverage an amount equal to the total monthly employee-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.
2. Dependent Coverage. Effective October 2, 1985, the Employer shall contribute toward the cost of dependent health coverage an amount equal to 90% of the total monthly dependent-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.

B. Coverage Options:

Eligible employees may select coverage under any one of the Health Maintenance Organizations, fee-for-service health plan, Preferred Provider Organization, or any other plan, offered by the Employer. A brief description of the currently offered health plans is contained in Appendix J.

Effective October 2, 1985 the fee-for-service plan shall pay as follows:

In-Patient Hospital Services: After an annual deductible of \$100 per employee or \$200 per family, 80% of the first \$3,000 of allowable charges, or \$600 out-of-pocket cost per individual, with a maximum of \$1,200 out-of-pocket cost per family, and 100% of the remainder occurring in the calendar year. Diagnostic lab and x-ray services are reimbursed at 100% with no deductible when provided as an in-patient hospital case.

Out-Patient Hospital, Surgery Center and Home Health Agency Services:

Hospital Out-Patient:

100% of all allowable charges except for:

- Non-emergency visits. 80% of costs will be reimbursed.
- Lab tests and x-rays for reasons other than medical emergency, injury or preadmission tests. 80% of costs will be reimbursed.
- Chemical dependency. Chemical dependency care will be reimbursed 100% up to 130 hours of treatment per calendar year.
- Mental illness care. 80% of \$750 per calendar year of mental illness care will be reimbursed.

Ambulatory Surgery Centers:

100% of all allowable charges.

Home Health Agencies:

With prior authorization, 100% of home health care to a maximum of \$5,000 per calendar year will be reimbursed.

Health Services of Health Care

Professionals:

- AWARE Gold physician, chiropractor, podiatrist or optometrist: 100% of all allowable charges. "Allowable Charges" include but are not limited to:

physical examinations
well-child care
doctor visits
professional surgery fees
eye examinations
pregnancy-related care

Diagnostic lab and x-ray services are reimbursed 100% with no deductible when provided by an AWARE Gold professional.

- AWARE professionals: 80% of the first \$3,000 and 100% thereafter of usual and customary charges after a deductible of \$100. Diagnostic lab and x-ray services are reimbursed 80% after a \$100 deductible when provided by an AWARE professional.
- Non-AWARE professionals: Same as for AWARE providers, except employee is responsible for any charges in excess of usual and customary. Diagnostic lab and x-ray services are reimbursed 80% after a \$100 deductible when provided by a non-AWARE professional.

Other Covered Health Services:

Drugs - Covered 100% after a co-payment of \$4.50 per prescription.

Supplies - Reimbursed 80% with no deductible.

Ambulance - Reimbursed 80% with no deductible.

Maximum lifetime benefits to \$1,000,000.

Section 4. Workers' Compensation. When an employee has incurred an on the job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of Minnesota Statutes 1982, 176.191, Subdivision 3.

Section 5. Employer Contribution for Dental Insurance.

A. Employee Coverage. Effective October 2, 1985, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.

B. Dependent Coverage. Effective October 2, 1985, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer. A brief description of the currently offered dental plans is contained in Appendix J.

Section 6. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
\$0 - \$10,000	\$10,000	\$10,000
\$10,001 - \$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
over \$30,001	\$35,000	\$35,000

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. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.

Section 7. Optional Insurance. The following optional insurance protection may be purchased by eligible employees:

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

Section 8. Group Premium for Early Retirement. Employees who retire from State service prior to age sixty-five (65) and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the employee's expense, in the group hospital, medical and dental benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 9. Insurance Coverage for Employees on Layoff. All eligible classified employees with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff. Such employees shall have the option to continue to participate in the group health insurance program for an additional twelve (12) months at their own expense at the group premium rates.

Section 10. Open Enrollment. There shall be an open enrollment period for the coverages available under Section 3 above during each year of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on or before September 1 of each year. For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1985. Changes in coverages shall become effective on October 2, 1985.

Section 11. Death Benefit. Employees who retire on or after July 1, 1985, shall be entitled to a \$500 cash death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled for an annuity under a State retirement program. A \$500 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

ARTICLE XXVIII

WAGES

Section 1. Conservation Officers', Special Agents and Special Agents Team Leaders', Salaries.

A. 1985-1986 Salary Ranges.

The 1985-1986 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendix "D", effective July 1, 1985.

The 1985-1986 Salary Ranges for Special Agents, and Special Agent Team Leaders shall be those contained in Appendix "F", effective July 1, 1985.

Appendix "D" and Appendix "F" include a 4.0% increase, effective July 1, 1985.

B. Conversion.

1. Conservation Officers.

Effective July 1, 1985, employees shall convert to the same relative salary step within the salary range for their respective classification.

2. Special Agents, Special Agent Team Leaders.

Effective July 1, 1985, employees shall convert to the same relative salary step within the salary range for their respective classification.

C. 1986-1987 Salary Ranges.

The 1986-1987 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendix "E", effective July 1, 1986.

The 1986-1987 Salary Ranges for Special Agents and Special Agent Team Leaders shall be those contained in Appendix "G", effective July 1, 1986.

Appendix "E" and Appendix "G" include a 4.0% increase, effective July 1, 1986.

D. Conversion. Effective July 1, 1986, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.

E. Progression.

1. Conservation Officers.

Employees in the classifications Natural Resources Specialist I, II, III and IV shall progress through their assigned salary ranges as described below, until reaching the maximum rate for their range.

	<u>Step Movement</u>	<u>Required Years of Service</u>
From Step:	A to B	1
	B to C	1
	C to D	1
	D to E	1
	E to F	3
	F to G	1

2. Special Agents and Special Agent Team Leaders.

Employees in the classifications Special Agent and Special Agent Team Leader shall progress through their assigned salary ranges as described below until reaching the maximum rate for their range.

	<u>Step Movement</u>	<u>Required Years of Service</u>
From Step:	A to B	1
	B to C	1
	C to D	1
	D to E	1
	E to F	3
	F to G	3

All increases authorized by this Section shall become effective at the start of the pay period nearest to the 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 for reasons other than vacation or short periods of sick leave, and the work out of class assignment exceeds 15 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. Probationary Period. Employees hired into the classes of Natural Resources Specialist I, II, III or IV, Special Agent and Special Agent Team Leader shall serve a probationary period of 1,044 straight-time compensated hours. 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. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.
- I. 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 Employee Relations.

Section 2. State Patrol Salaries.

- A. 1985-1986 Salary Ranges. The 1985-1986 Salary Ranges for Trooper, Trooper I and Corporal shall be those contained in Appendix "H," effective July 1, 1985.

Appendix "H" includes a 4.0% increase, effective July 1, 1985.

- B. Conversion. Effective July 1, 1985, all employees shall convert to the same relative salary step within the salary range for their respective classification.

- C. 1986-1987 Salary Ranges. The 1986-1987 Salary Ranges for Trooper, Trooper I and Corporal shall be those contained in Appendix "I," effective July 1, 1986.

Appendix "I" includes a 4.0% increase, effective July 1, 1986.

- D. Conversion. Effective July 1, 1986, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.

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

- F. Freeway Trooper Pay. Employees who are permanently assigned exclusively to Twin City Metropolitan freeway duty shall be designated as Freeway Trooper and shall be compensated \$50.00 dollars per month above their current salary 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 State Patrol Officer Chief.

- G. 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 July 1, 1975, the Employer will increase the wages of all employees fifteen (\$15.00) dollars per month in lieu of any shift differential.

- H. 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 8% of his/her base pay, in addition to that base pay. Personnel designated by the Chief State Patrol Officer as as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive a differential equal to 10% 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.
- I. Probationary Period. Employees hired into the class of Trooper shall serve a probationary period of 1,044 straight-time compensated hours. 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. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.
- J. Troopers who move between classes shall be assigned to the rate of pay corresponding to their total length of service in the State Patrol since their last date of hire.
- K. Special Assignment Differential. Troopers assigned to mobile scales, warrants, motor vehicle inspection, safety education and civil weights shall receive an additional 2% above their current rate, rounded to the nearest dollar, for the duration of the Agreement.
- L. Technical Sergeant Pay. Employees designated as "Technical Sergeant" shall be paid per the Memo of Understanding dated September 27, 1983. Technical Sergeant designees shall receive a four percent (4%) increase in pay in July 1, 1985 and a four percent (4%) increase in pay on July 1, 1986.

ARTICLE XXIX

EARLY RETIREMENT INCENTIVES

Employees who have attained the age of fifty-five (55) years and not yet sixty-five (65) years on or before September 1, 1985 and no later than November 30, 1985, and who retire earlier than required, who are covered by the Highway Patrol Retirement Fund, and who have twenty (20) years of state service may apply during the period from September 1, 1985 through November 30, 1985 for an early retirement incentive. These employees shall receive the state-paid portion of health insurance benefits for themselves and their dependents until the employees attain the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of Article XXVII, Insurance, but shall be provided with health insurance coverage which the employee was entitled to at the time of retirement, subject to any changes in coverage negotiated through this Agreement or subsequent Agreements or adopted pursuant to Article XXVII, Insurance.

Health insurance coverage shall be coordinated with insurance benefits provided through Medicare.

Each employee electing to retire under this provision shall file an application with the Appointing Authority or designee who shall prepare a report showing how the early retirement of said employee will result in direct cost savings to the State in the current biennium. The report shall be submitted to the Commissioner of the agency who shall either authorize or deny the early retirement request on the basis of the report. The employee shall not be eligible for payment of health insurance under this provision until so authorized by the Commissioner. The decision of the Commissioner shall not be grievable or arbitrable under any provision of this contract.

Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-state paid portion of the insurance premium.

Beginning September 1, 1986 through November 30, 1986, employees who have turned age 55 since the preceding open window period may apply for the above-stated early retirement incentive. Employees who were eligible to take early retirement during the first time period shall not be eligible in this subsequent time period.

ARTICLE XXX

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 the decision, and all other valid provisions shall remain in full force and effect.

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

ARTICLE XXXI

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 XXXII

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the _____ day of _____, 1986, subject to ratification by the Seventy-Fourth (74th) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 1987.


It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than August 15 of even-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.

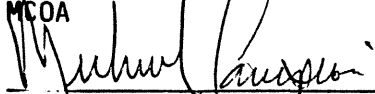
In witness whereof, the parties hereto have set their hands this 24th day of FEB, 1986.

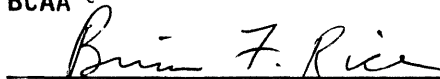
FOR THE ASSOCIATION


Robert Richards, President
MLEA

Fred Peterson, President
MSPTA


Ron Smith, President
MCOA

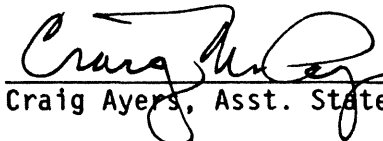

Michael Campion, President
BCAA



FOR THE EMPLOYER


Nina Rothchild, Commissioner


Lance Teachworth, State Negotiator


Craig Ayers, Asst. State Negotiator

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 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9%	0	0	0	0	0	0	0
At least 9%, but less than 19%	½	1	1½	1½	1½	1½	1½
At least 19%, but less than 29%	1	1½	1½	2	2	2½	2½
At least 29%, but less than 39%	1½	2	2½	3	3	3½	3½
At least 39%, but less than 49%	2	2½	3½	3½	4	4½	4½
At least 49%, but less than 59%	2½	3½	4½	4½	5	5½	5½
At least 59%, but less than 69%	3	3½	5½	5½	6	6½	6½
At least 69%, but less than 79%	3½	4½	6½	6½	7	7½	8
At least 79%	4	5	7	7½	8	8½	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	Less than 900 Hours	900 Hours and Maintained
Less than 9 1/2	0	0
At least 9 1/2, but less than 19 1/2	3/4	1/4
At least 19 1/2, but less than 29 1/2	1	1/2
At least 29 1/2, but less than 39 1/2	1 1/2	3/4
At least 39 1/2, but less than 49 1/2	2	1
At least 49 1/2, but less than 59 1/2	2 1/2	1 1/4
At least 59 1/2, but less than 69 1/2	3	1 1/2
At least 69 1/2, but less than 79 1/2	3 1/2	1 3/4
At least 79 1/2	4	2

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. 179.61-179.77. These rules shall not be interpreted to apply to any activity which is protected by M.S. 179.61-179.77 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 mementoes 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 Employee Relations or legal counsel. A copy of any advisory opinion issued by an appointing authority shall be sent to the Commissioner of Employee Relations.
 - b. Request an advisory opinion directly from the Commissioner of Employee Relations 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

Effective July 1, 1985 - June 30, 1986
Series P, Ranges 10-13

Step:		A	B After 1 year	C After 1 Add. Yr.	D After 1 Add. Yr.	E After 1 Add. Yr.	F After 3 Add. Yrs.	G After 1 Add. Yr.
Natural Resources		YR	19,460	20,128	20,838	21,611	22,383	23,219
Specialist	MO		1622	1677	1737	1801	1865	1935
I (Cons. Officer)	HR		9.32	9.64	9.98	10.35	10.72	11.12
Natural Resources		YR	20,128	20,838	21,611	22,383	23,219	25,014
Specialist	MO		1677	1737	1801	1865	1935	2085
II (Cons. Officer)	HR		9.64	9.98	10.35	10.72	11.12	11.98
Natural Resources		YR	22,383	23,219	24,116	25,014	25,912	27,875
Specialist	MO		1865	1935	2010	2085	2159	2323
III (Cons. Officer)	HR		10.72	11.12	11.55	11.98	12.41	13.35
Natural Resources		YR	25,014	25,912	26,914	27,875	28,961	31,174
Specialist	MO		2085	2159	2243	2323	2413	2598
IV	HR		11.98	12.41	12.89	13.35	13.87	14.93

APPENDIX E

Effective July 1, 1986 - June 30, 1987
Series P, Ranges 10-13

Step:		A	B	C	D	E	F	G
			After 1 year	After 1 Add. Yr.	After 1 Add. Yr.	After 1 Add. Yr.	After 3 Add. Yrs.	After 1 Add. Yr.
Natural Resources	YR	20,233	20,943	21,673	22,467	23,281	24,137	25,077
Specialist	MO	1686	1745	1806	1872	1940	2011	2090
I (Cons. Officer)	HR	9.69	10.03	10.38	10.76	11.15	11.56	12.01
Natural Resources	YR	20,943	21,673	22,467	23,281	24,137	26,916	28,000
Specialist	MO	1745	1806	1872	1940	2011	2168	2333
II (Cons. Officer)	HR	10.03	10.38	10.76	11.15	11.56	12.46	13.41
Natural Resources	YR	23,281	24,137	25,077	26,016	26,956	28,981	31,257
Specialist	MO	1940	2011	2090	2168	2246	2415	2605
III (Cons. Officer)	HR	11.15	11.56	12.01	12.46	12.91	13.88	14.97
Natural Resources	YR	26,016	26,956	28,000	28,981	30,109	32,427	34,932
Specialist	MO	2168	2246	2333	2415	2509	2702	2911
IV	HR	12.46	12.91	13.41	13.88	14.42	15.53	16.73

APPENDIX F

Effective July 1, 1985 - June 30, 1986
Series P, Range 20-23

Step:		A	B	C	D	E	F	G
			After 1 Year	After 1 Add. Year	After 1 Add. Year	After 1 Add. Year	After 3 Add. Years	After 3 Add. Years
Special Agent	YR	27,478	28,376	29,399	30,527	31,591	33,345	35,141
	MO	2290	2365	2450	2544	2633	2779	2928
	HR	13.16	13.59	14.08	14.62	15.13	15.97	16.83
Special Agent Team Leader	YR	28,376	29,399	30,527	31,591	32,677	35,141	37,709
	MO	2365	2450	2544	2633	2723	2928	3142
	HR	13.59	14.08	14.62	15.13	15.65	16.83	18.06

APPENDIX G

Effective July 1, 1986 - June 30, 1987
Series P, Range 20-23

Step:		A	B After 1 Year	C After 1 Add. Year	D After 1 Add. Year	E After 1 Add. Year	F After 3 Add. Years	G After 3 Add. Years
Special Agent	YR	28,585	29,503	30,568	31,738	32,865	34,682	36,540
	MO	2382	2459	2547	2645	2739	2890	3045
	HR	13.69	14.13	14.64	15.20	15.74	16.61	17.50
Special Agent Team Leader	YR	29,503	30,568	31,738	32,865	33,993	36,540	39,213
	MO	2459	2547	2645	2739	2833	3045	3268
	HR	14.13	14.64	15.20	15.74	16.28	17.50	18.78

APPENDIX H

Effective July 1, 1985 - June 30, 1986
Series P, Range 1-3

		Base	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
Trooper	YR	20,254	21,068	22,738	23,553	24,597	25,870	26,768	28,856
	MO	1688	1756	1895	1963	2050	2156	2231	2405
	HR	9.70	10.09	10.89	11.28	11.78	12.39	12.82	13.82
		After 5 Years	After 10 Years						
Trooper 1	YR	26,768	28,856						
	MO	2231	2405						
	HR	12.82	13.82						
		After 10 Years	After 13 Years	After 17 Years					
Corporal	YR	28,856	29,107	29,316					
	MO	2405	2426	2443					
	HR	13.82	13.94	14.04					

APPENDIX I

Effective July 1, 1986 - June 30, 1987
Series P, Range 1-3

		Base	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
Trooper	YR	21,068	21,903	23,657	24,492	25,578	26,914	27,833	30,005
	MO	1756	1825	1971	2041	2132	2243	2319	2500
	HR	10.09	10.49	11.33	11.73	12.25	12.89	13.33	14.37
		After 5 Years	After 10 Years						
Trooper 1	YR	27,833	30,005						
	MO	2319	2500						
	HR	13.33	14.37						
		After 10 Years	After 13 Years	After 17 Years					
Corporal	YR	30,005	30,276	30,485					
	MO	2500	2523	2540					
	HR	14.37	14.50	14.60					

APPENDIX J - INSURANCE

Employee Group Life & Health Care Program STATE OF MINNESOTA October 2, 1985

This Appendix contains a brief description of the benefits provided by each of the carriers. Enrolled employees receive Certificates stating the main provision of each Master Policy under which they have elected coverage.

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

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

The State will pay one-half the Employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal employees who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28 calendar days of employment with the State. An employee must be actively at work on the effective date of coverage. This actively at work requirement also applies to any optional coverages. Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. In no event, will the dependents' coverage become effective before the employee's coverage.

If both spouses work for the State and both are eligible for single coverage, neither spouse may be covered as a dependent by the other (either, but not both, may cover their eligible dependent children and receive the State contribution toward the cost of this coverage.)

Group life insurance is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). The amount of State paid insurance provided will be according to the schedule in the employee's bargaining unit: employees becoming totally and permanently disabled prior to age 70, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until age 70.

Accidental death and dismemberment benefits are included under the life insurance plan. If an employee dies by accident (on or off the job) the life insurance benefit automatically doubles.

You must elect either the fee-for-service plan or one of the health maintenance organizations described on the following pages. Benefits are coordinated with the benefits of other group plans. Eligible employees may select dental coverage under either the Delta Dental Plan of Minnesota, the Group Health Plan, or the Group Health Association of Northeastern Minnesota.

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

**Employee Group Life &
Health Care Program**

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept. Both of these have eliminated the need for members to file claims or handle paperwork.

The health maintenance organizations provide coverage for the diagnosis and treatment of an illness or injury and for preventive medicine at no cost to the member (with some exceptions). Under the HMO concept members must reside within a designated geographic service area and must use the services of HMO affiliated physicians, clinics and hospitals in order to receive full coverage. Special provision is made for emergency service while traveling out of the service area.

Similarly, the new fee-for-service plan provides coverage at no cost to the member for preventive medicine, physician, and outpatient services within the physician network. The employee or covered dependent in the fee-for-service plan is not restricted to only those physicians and hospitals in the network. Members receive full coverage for emergency physician and outpatient services and partial coverage for non-emergency services outside the network. The employee also has the option of choosing partial or complete in-patient hospital coverage with this plan.

A description and comparison of the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
	(In-patient and clinical)	
	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	MATERNITY	100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for health evaluations. Includes annual routine physical, well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.
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OUT PATIENT EMERGENCY	100% coverage
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PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.
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EYE GLASSES	Available at reduced cost at participating optical stores.
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MENTAL HEALTH INPATIENT	100% coverage up to 30 days a calendar year.
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OUTPATIENT	20 visits a calendar year, member pays \$10 a visit or 20%, whichever is greater.
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CHEMICAL DEPENDENCY INPATIENT	80% coverage for 73 days when authorized by a CMGHP physician.
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OUTPATIENT	Covered under out-patient mental health.
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SUPPLEMENTAL BENEFITS	90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.
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OUT OF AREA BENEFITS	100% coverage for hospitalization. 80% for physician fees and emergency room. 50% for out-of-area prescriptions (up to a 31-day supply). Reciprocity with more than 50 HMOs is available.
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DENTAL CARE	80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
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PRE-EXISTING CONDITIONS	No restrictions.
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CONVERSION PLAN	CMGHP provides conversion to a self pay CMGHP membership.
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**COORDINATED HEALTH
CARE**

MORE HMO PLAN INC.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations, immunizations, hearing exams, eye exams, well child care when provided or referred by CMC physician. Allergy testing and treatment covered 100%, shots at \$10 for six months.

100% coverage for routine annual physicals and immunizations, PAP smears, well baby and child care.

Members follow the direction of their CMC clinic in emergencies. A \$10 co-payment is charged for authorized use of hospital emergency room unless admitted to the hospital.

Member pays \$10 a visit at hospital for in or out-of-area emergencies (waived if admitted to hospital.)

Member pays \$2 for 34 day prescription at any CMC related pharmacy.

Member pays \$1 a prescription at participating pharmacies. \$2 at non-participating pharmacies when ordered by Plan, referral or emergency physician.

Available at discount at CMC Eye Care Center and other selected eye care centers. Contacts available at discount at CMC Eye Care Center.

Substantial discounts through range opticians.

\$15 a day co-payment, maximum confinement 30 days.

100% coverage in semi-private room for 70 days in a calendar year, when under care of Range Mental Health Center.

100% coverage 1st through 5th visits, \$10 co-payment 6th through 25th visits, maximum 25 visits per year. Must be under the direction of CMC physician.

100% coverage for 20 visits per calendar year, when under care of Range Mental Health Center.

Member pays \$15 a day 1st through 30th day, \$25 a day 31st through 73rd day, maximum of 73 days.

100% coverage to benefit limit for 73 days per calendar year when under care of Range Mental Health Center.

1st through 5th visit covered in full, 6th through 25th visit member pays \$10, maximum 25 visits a year.

No limit when under care of Range Mental Health Center.

Services including oxygen and medical equipment are covered at 80%. The 20% balance is a member co-payment. Home health care provided at 100% if medically necessary.

100% coverage on rental or purchase of durable equipment when prescribed by plan physician.

Physician: covered at 80%. Out-patient: covered at 80%. In-patient: hospital room and board is covered at 100%, everything else 80%. Member is limited to \$500 maximum out-of-pocket cost per person per incident.

Emergency physician and Inpatient and Outpatient hospital services covered as in area.

Dental care and dental surgery is excluded except if required by reason of accidental injury to sound natural teeth, excision of tumors, and exostoses.

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

Member may convert to an individual plan. A special package is available to member who leaves metropolitan area. (See certificate)

Full plan level of benefits if in plan service area.

SIMILAR BENEFITS		MEDCENTERS HEALTH PLAN
GENERAL HOSPITAL	ADMISSIONS SURGERY ANESTHESIOLOGY X-RAY AND LABORATORY (In-patient and clinical) OFFICE CALLS EYE EXAMS MATERNITY	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered 100% covered 100% covered 100% covered 100% covered while coverage is in force.
VARIED BENEFITS		
	PREVENTIVE MEDICINE	100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.
OUT PATIENT EMERGENCY		Member pays \$25 a visit, waived if admitted for same condition within 24 hours.
PRESCRIPTIONS, DRUGS		Member pays up to \$3.00 a prescription for 30 day supply (90 days for birth control pills, 1000 units of insulin). May be purchased at 350 participating pharmacies.
EYE GLASSES		\$50 credit on eye glasses or contacts obtained at Benson's, Daytons, Target or St. Paul Eye Clinic.
MENTAL HEALTH INPATIENT		Inpatient: 80% coverage for up to 60 days per calendar year.
OUTPATIENT		Outpatient: Individual Therapy - Member pays \$15 per session. Family Therapy - Family pays \$15 per session. Group Therapy - Member pays \$5 per session. Maximum: 30 visits per calendar year.
CHEMICAL DEPENDENCY INPATIENT		80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.
OUTPATIENT		Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.
SUPPLEMENTAL BENEFITS		80% coverage for ambulance, prosthetic devices and durable medical equipment.
OUT OF AREA BENEFITS		MHP will pay 80% of first \$2000 of emergency expenses and 100% of the remainder in any calendar year.
DENTAL CARE		Care resulting from accident to sound natural teeth covered at 80%.
PRE-EXISTING CONDITIONS		No restrictions.
CONVERSION PLAN		If remaining in service area MHP provides conversion to non-group HMO membership in MHP.

GROUP HEALTH INC.

MMOM MINNESOTA

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, and allergy testing, treatment and shots. Health Education programs available through GHI.

100% coverage for routine physicals, well baby care, immunizations and allergy treatment when coordinated by MMOM physician.

100% coverage

Member pays \$25 a visit, waived if admitted for same conditions within 24 hours of visit.

Member pays \$2.00 a prescription for up to 34 days supply of drugs included in GHI formulary. Pharmacies available in all GHI centers.

Members pay \$3 for up to a 34 day supply of a prescription medication or refill at MMOM Minnesota participating pharmacies.

Available at GHI cost when purchased at GHI centers in Metro area. Contact lenses also available at GHI.

Discount for glasses at MMOM participating prescription centers.

100% coverage by GHI Mental Health Department up to 30 days a contract year.

Member pays 20% a day, up to 73 days a calendar year.

Psychiatric care when provided or referred by GHI staff coverage limited to 20 visits per year at a member cost of \$10 per visit.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

80% in-patient coverage for 73 days while covered and when authorized by GHI medical director.

Member pays 20%, up to 73 days a calendar year.

100% out-patient coverage.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

80% for skilled nursing care, oxygen, prosthetic devices, rental or purchase of durable medical equipment when prescribed by GHI physician. No maximum.

100% coverage for rental or purchase of medical equipment when prescribed by a primary care MMOM physician. Maximum benefit of \$250,000 per calendar year.

80% coverage of first \$2,000, 100% thereafter for emergency care. Applies to both in-hospital and physician services. Reciprocity with over 50 MMOM's is available.

100% coverage for acute emergency.

GHI member may select separate GHI dental coverage during dental open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GHI. Member pays lab charges.

No coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care MMOM physician.

No restrictions.

100% coverage with exception of non reconstructive congenital anomalies in children over 16.

GHI provides conversion to a non-group MMOM membership in GHI.

Individual conversion plan available through MMOM Minnesota. If member moves outside of MMOM service area, conversion plan available through Blue Cross/Blue Shield of Minnesota.

**PHYSICIANS HEALTH
PLAN**

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for unlimited days.*
	SURGERY	100% covered*
	ANESTHESIOLOGY	100% covered*
	X-RAY AND LABORATORY	100% covered*
	(In-patient and clinical)	
	OFFICE CALLS	100% covered*
	EYE EXAMS	100% covered**
	MATERNITY	100% covered while coverage is in force.*

VARIED BENEFITS

PREVENTIVE MEDICINE	100% coverage for routine health exams well child care, ** and immunizations. Examinations for employment, licensure, judicial orders, insurance or medical research are excluded.
OUT PATIENT EMERGENCY	Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.
PRESCRIPTIONS, DRUGS	Member pays up to \$4.50 a prescription or refill for up * to 34-day supply; (3 cycles for birth control pills).
EYE GLASSES	Discounts for eye glasses are available through ** participating optical centers.
MENTAL HEALTH INPATIENT	Inpatient: 80% coverage of medically necessary expenses * with a 73-day limit per member per calendar year provided member has been authorized in advance by the PHP mental health designee, Metropolitan Clinic of Counseling (MCC).
OUTPATIENT	Outpatient: Member pays \$10 per visit for individual * therapy, \$5 per visit for group therapy. Maximum of 30 visits per calendar year, provided care has been authorized by the PHP mental health designee, MCC.
CHEMICAL DEPENDENCY INPATIENT	Same coverage as above. *
OUTPATIENT	
SUPPLEMENTAL BENEFITS	No lifetime dollar maximum. Coverage as described for * services provided by a PHP plan physician and at a PHP facility; 80% coverage for ambulance; 80% coverage for private duty nursing, home health care services and specified prosthetic and durable equipment if authorized in advance by PHP. 100% coverage for blood, physical therapy. No coverage for custodial care.
OUT OF AREA BENEFITS	Emergencies: 80% coverage of the first \$2,500, there- * after 100% coverage for emergency when medically for possible the member to reach a PHP doctor or hospital. Non-Emergencies: 100% coverage if referred by PHP in ** advance of service.
DENTAL CARE	80% coverage for accident related dental treatment ** occurring while covered and treated within 6 months of injury and approved in advance by PHP.
PRE-EXISTING CONDITIONS	All conditions are covered without restrictions. ***
CONVERSION PLAN	If remaining in the servicing area, benefits remain the same except for co-payment of: \$3 per office visit (except for preventive benefits) \$15 for eye exams, and 20% for the first \$2,500 of in-patient hospital expenses per confinement. Members leaving the area are eligible for insurance plan benefits of 80% with a choice of deductibles.

Non-PHP Provides:

* 80%/Deductible/Restrictions

** Not Covered

*** Restrictive Conditions

SHARE HEALTH PLAN

FIRST PLAN HMO

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% covered in semi-private room up to 365 days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered

100% coverage for physical exams, eye exams, well child care, immunizations, voluntary family planning, infertility evaluations and consultations, diagnostic x-ray and lab, and allergy testing and treatment.

100% coverage for routine physical exams, well child and well baby care, immunizations, pap smears, family planning services and health education.

Member pays first \$25 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter. \$25 waived if admitted within 24 hours.

Full coverage if plan physician contacted first, otherwise \$10 deductible and 10% co-payment by member (waived if admitted to hospital).

Member pays up to \$2.50 for 100 pills or 30 day supply, whichever is less, (3 month supply of birth control pills) when purchased from participating pharmacies.

Member pays \$2.00 a prescription for up to a 34-day supply at a participating pharmacy.

Available at 20% discount through SHARE.
No limit to frequency of purchase of number of pairs.

Not covered.

Member pays \$15 a day, maximum 30-day confinement. In-patient services in a residential care facility for emotionally handicapped children for up to 30 days a calendar year, member pays \$15 a day.

100% coverage up to 30 days per year.

Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.

Member pays \$10 per visit to a maximum of 20 visits per year.

Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.

80% inpatient coverage up to 73 days when referred by a Plan Physician.

Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.

100% outpatient coverage when referred by a Plan Physician.

Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.

90% coverage for rental or purchase of medical equipment when prescribed by a Plan Physician.

SHARE pays 80% of first \$1,000 in charges, 100% thereafter, with a minimum co-payment of \$50 per incident.

Outpatient emergencies have \$10 deductible, 10% member co-payment and 100% coverage for hospitalization.

Care resulting from injury to sound natural teeth covered at 80%.

Limited dental care restricted to accidental injury to sound teeth. 20% member co-payment.

No restrictions.

No restrictions.

Individual plan available through SHARE at same level of benefits for persons residing in the service area. Scheduled benefit program available for non-residents.

Conversion to non-group HMO membership in First Plan.

BLUE CROSS AND BLUE SHIELD OF MINNESOTA

	AMARE Gold Limited	AMARE Gold
General Hospital Admissions	After a member pays a \$100 deductible per year (maximum \$200 per family). Blue Cross and Blue Shield of Minnesota pays 80% of first \$3,000 of eligible expenses (\$700 out-of-pocket per member maximum--\$1,400 per family maximum). Coverage is 100% thereafter. Coverage includes semi-private room for unlimited days. There is only one deductible per year which includes maternity, mental health, chemical dependency, or any other inpatient hospital confinement.	100% coverage in a semi-private room for unlimited days.
Surgery	100% covered	
Anesthesiology	100% covered	
X-Ray & Lab	100% covered	
Office Calls	100% covered	
Eye Exams	100% covered	
Maternity Hospital Services	The amount of coverage depends on whether member has selected AMARE Gold Limited (deductible and co-insurance apply) or AMARE Gold (100% coverage). See hospital admissions above.	
Physician Services	100% covered while coverage is in force.	
VARIED BENEFITS		
Preventive Medicine	100% coverage for routine annual physicals (except for employment or insurance), eye and ear exams, well-child care, PAP smears, mammograms, immunizations, injections, and allergy testing and treatment.	
Outpatient Hospital Services	100% coverage for scheduled outpatient surgery, diagnostic tests, preadmission tests and exams, radiation therapy and chemotherapy, kidney dialysis. 80% coverage for other non-emergency services.	
Emergency Care--Outpatient and Inpatient	100% coverage for outpatient hospital emergency facility and physician if treated within 48 hours. Physician need not be an AMARE Gold physician. 100% coverage for inpatient physician services if admitted within 48 hours. Physician need not be an AMARE Gold physician. The amount of coverage for inpatient hospital charges depends on whether member has selected AMARE Gold Limited (the deductible and co-insurance apply) or AMARE Gold (100% coverage). See hospital admissions above.	
Prescriptions, Drugs	Member pays up to \$4.50 per prescription or refill for up to 34-day supply. (100-day supply for approved maintenance drugs such as insulin, hypertension medication, birth control pills, etc.) at any pharmacy.	
Eye Glasses and Exams	100% coverage for all eye exams. No coverage on glasses, frames or contacts.	
Mental Health Inpatient	Member is covered for 73 days per calendar year. The amount of coverage for inpatient hospital charges depends on whether member has selected AMARE Gold Limited (the deductible and co-insurance apply) or AMARE Gold (100% coverage). See hospital admissions above.	
Outpatient	80% coverage of \$750 for a total of \$600 per year. Member can use any facility or provider who follows Minnesota licensure standards.	
Chemical Dependency Inpatient	Member is covered for 73 days per calendar year. The amount of coverage for inpatient hospital charges depends on whether member has selected AMARE Gold Limited (the deductible and co-insurance apply) or AMARE Gold (100% coverage). See hospital admissions above.	
Outpatient	100% coverage for 120 hours. Member can use any facility or provider who follows Minnesota licensure standards.	
Supplemental Benefits	100% coverage for network chiropractic care. 100% coverage for preauthorized home health care services up to \$5,000 each year. 100% coverage for preauthorized physical therapy, 50% coverage if not preauthorized. 80% coverage for ambulance, durable medical supplies.	
Referrals	None required.	

**Out-of-Network Coverage
Physical Services**

The AMARE Gold network includes more than 5,000 doctors statewide. However, members are also covered when they use the services of doctors outside the network according to the following:

- For emergency physician services, coverage is 100%.
- For non-emergency physician services, member pays a \$100 medical deductible (note this is a different deductible from the hospital deductible). Blue Cross and Blue Shield of Minnesota pays 80% of first \$3,000 of eligible expenses, and 100% thereafter.

Hospital Services

All hospitals in the State of Minnesota or network providers. When outside the State of Minnesota, the following coverage applies:

- Full hospital benefits apply for emergency admissions (see above for emergency care).
- Full hospital benefits apply for preauthorized non-emergency admissions.
- There is a \$250 co-payment for each unauthorized hospital stay outside of Minnesota in non-emergency situations.

Dental Care

100% coverage for treatment of accidental injury to sound natural teeth, oral surgery for removal of impacted teeth, removal of a tooth root without removal of the whole tooth, and root canal therapy. Routine dental care is covered under the dental programs provided by the state.

Pre-Existing Conditions

No restrictions.

Conversion Plan

Individual comprehensive, major medical conversion contract through Blue Cross and Blue Shield of Minnesota.

Paperwork

There are no claims to file when a member uses an AMARE Gold physician or an AMARE hospital or pharmacy. The doctor will bill Blue Cross and Blue Shield of Minnesota directly. The member, however, will receive a report showing payment of the services received.

DENTAL PLANS

DELTA DENTAL PLAN OF MINNESOTA

GROUP HEALTH, INC.

MORE HMO DENTAL PLAN

Coverage A

Regular Diagnostic & Preventive Services

Reimbursed at 80% of usual, customary and reasonable charge with free choice of dentist.

Coverage B

Regular & Restorative Services

Reimbursed at 80% of usual, customary and reasonable charge with free choice of dentist.

Coverage C

Prosthetics

Reimbursed at 50% of usual, customary and reasonable charge with free choice of dentist.

Coverage D

Orthodontics

Reimbursed at 80% of usual, customary and reasonable charge with free choice of dentist.

Coverage limited to eligible dependent children ages 8 through 18.

Miscellaneous

Benefits payable on Coverage B and Coverage C are subject to a combined \$25 deductible per coverage year. (July to July)

\$1000 maximum benefit per coverage year (July to July) payable on each covered person.

Coverage A

Regular Diagnostic & Preventive Services

100% coverage through GHI dental facilities.

Coverage B

Regular & Restorative Services

100% for routine fillings. 80% for other regular care through GHI dental facilities.

Coverage C

Prosthetics

50% coverage through GHI dental facilities.

Coverage D

Orthodontics

Provided at 80% of charges, through designated GHI dental staff, to dependent children while under age 19.

\$1,000 annual maximum benefit on orthodontics.

Miscellaneous

GHI now offers dental membership to all state employees even those who are not enrolled in GHI's medical program.

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

Coverage A

Regular Diagnostic & Preventive Services

100% coverage through More HMO participating Dental Clinic.

Coverage B

Regular & Restorative Services

100% coverage through More HMO participating Dental Clinic.

Coverage C

a. Prosthetics (inlays, onlays, gold fillings or crowns, restorations to diseased or accidentally broken teeth, relining or rebasing of dentures).

85% coverage through More HMO participating Dental Clinic.

b. Prosthetics (fixed or removable bridgework, dentures, replacements for fixed or removable prosthetics).

50% coverage through More HMO participating Dental Clinic.

Coverage D

Orthodontics

Provided at 80% of charges through More HMO participating Dental Clinic for dependent children under age 19. \$1000 annual maximum benefit per covered person.

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

1. Additional Employee Life Insurance may be applied for in amounts of \$1,000 or more up to \$15,000. Employees who have \$15,000 additional life or who bring their total amount of additional life insurance up to \$15,000, may also apply for additional units of \$5,000 each. The maximum additional employee life insurance available is \$105,000.

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

Employees becoming totally and permanently disabled prior to age 70 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until age 70.

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

2. Spouse life insurance may be applied for in an amount not to exceed the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD

Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life
Under 30	\$.04	\$.24	45 - 49	\$.17	\$.60
30 - 34	.06	.30	50 - 54	.28	.93
35 - 39	.09	.39	55 - 59	.40	1.29
40 - 44	.13	.51	60 - 64	.68	2.16
			65 - 69	1.25	3.84

ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident -- 8th day sickness -- 26 weeks) -- Requires evidence of insurability if application is made after first 60 days of employment.

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

Monthly Benefit	Cost Per 2-Week Pay Period*	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.57	\$ 800	\$6.84
400	3.42	900	7.70
500	4.28	1000	8.55
600	5.13	1100	9.41
700	5.99		

LONG TERM SALARY CONTINUANCE DISABILITY -- Always requires evidence of insurability.

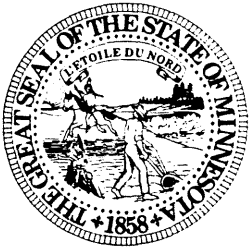
This coverage is available to certain employees based upon annual salary. Cost* per \$50 of coverage -- \$.35 per 2-week pay period. Cost per \$100 of coverage -- \$.70 per 2-week pay period.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -- Up to \$15,000 of coverage available without evidence of insurability.

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

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

* 10/2/85 rates not available at time of this printing.



State of Minnesota

DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Building

444 Lafayette Road, St. Paul, MN 55101 • 612/296-2616

APPENDIX K

September 19, 1985

Brian Rice
Attorney at Law
LeFevre, Lefler, Kennedy, O'Brien
and Drawz
2000 1st Bank Place West
Minneapolis, Minnesota 55402

Dear Mr. Rice:

This memo is intended to set forth the DNR's practice of overtime distribution for Conservation Officers pursuant to Article XXV, 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 86 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	<u>1st work period</u> - 82 hours are recorded. Since the hours
-2	-	from 80-86 are straight time hours those extra hours
154	156	between 80 & 86 are deducted from the straight time bank.
		156 minus 2 = 154 straight time hours left.

- 65 -

Hours

Straight O.T.

154	156
-6	-4
<u>148</u>	<u>152</u>

2nd work period - 90 hours are recorded. 6 hours are subtracted from the straight time bank (154 minus 6) 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.

148	152
-6	-12
<u>142</u>	<u>140</u>

3rd work period - 98 hours are recorded. 148 minus 6 = 142 straight time balance. The remaining 12 hours (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