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AGREEMENT

between the

MINNESOTA DEPARTMENT

of

TRANSPORTATION

and the

MIDDLE MANAGEMENT

ASSOCIATION

July 1, 1979 through June 30, 1981

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AGREEMENT

BETWEEN THE

MINNESOTA DEPT. OF TRANSPORTATION

AND THE MIDDLE MANAGEMENT ASSOCIATION

This Agreement, made and entered into this _____ day of _____, 1979 by and between the Minnesota Department of Transportation, hereinafter referred to as the Employer, and the Middle Management Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer, the Association, and the employees covered by this Agreement; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption to efficient operations of the Department, and for the establishment of a full and complete understanding relative to conditions of employment that are within the control of the Employer.

ARTICLE I

ASSOCIATION RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative for all supervisors employed in the Minnesota Department of Transportation for more than (14) hours per week and more than (100) workdays per year, as certified by the Bureau of Mediation Services, Case No. 74-PR-526-A, and as subsequently agreed to by the parties or modified by the Bureau of Mediation Services, excluding confidential employees and further excluding all other employees.

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

Bridge Foreman	Highway Maintenance Superintendent
Bridge Maintenance Supervisor	Highway Maintenance Supervisor
Building Maintenance Supervisor	Inventory Control Supervisor I
Electronic Traffic Maint. Supervisor	Inventory Control Supervisor II
Equip. Fabrication Supt.	Photographic Services Supervisor
Executive II	Radio Maintenance Supervisor
Executive III	Signing Supervisor
Heavy Equipment Mech. Foreman	Transportation Electrical Maint. Supt.
Highway Equipment Supervisor	Travel and Information Center Supervisor
Highway Maintenance Foreman	

Excluding all other classes.

Section 3. New or Changed Classifications. If new job classifications are added or old classifications change significantly, the parties will meet in an attempt to determine whether or not the classification should be included in the unit. If unable to agree, the matter will be referred to the Bureau of Mediation Services for determination.

Section 4. Employee Status. Employees as listed in Section 2 of this Article and who are covered by this Agreement are recognized as supervisory employees, as defined in Minnesota Statute 179.63, Subdivision 9.

Section 5. Exclusive Recognition. 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. The Employer will not assist or otherwise encourage any other employee organizations which seek to bargain for employees covered by this Agreement.

ARTICLE II

DUES CHECKOFF

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 harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken or not taken by The Employer under the provisions of this Article.

Section 3. Dues Remission. The aggregate deductions of all employees shall be remitted, by the Commissioner of Finance, together with an itemized statement to the Middle Management Association no later than (15) days following the end of each payroll period.

Section 4. Employee Lists. The Appointing Authority shall advise the designated Association Representative in writing of the names, social security numbers, classifications, and addresses of all employees added to the bargaining unit and the names of employees removed from the bargaining unit on a bi-weekly payroll period basis. Where no such personnel transactions occurred, the Appointing Authority shall so state. The bi-weekly lists will be transmitted no later than one (1) week following the end of each payroll period. The Association will file the names of designated representatives for this purpose with the Labor Relations Director.

ARTICLE III

NONDISCRIMINATION

Section 1. Consistent Application. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, creed, national origin, political affiliation, physical handicap, marital status, or age, subject, however, to the mandatory retirement age specified by law. The Association shall share equally with the Employer the responsibilities established by this Article.

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

Section 3. Association Membership. The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right 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 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 4. Association Responsibility. The Association accepts its responsibility as the exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE IV

EMPLOYER RIGHTS

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

ARTICLE V

ASSOCIATION RIGHTS

Section 1. Directors. The Association may designate for each classification in the bargaining unit an employee as Director to function as steward. Such employee shall have authority to process and determine the validity of grievances that arise under the Grievance Procedure Article of this Agreement within his/her designated class. The Association shall notify the Labor Relations Director of the names of the Association Directors selected as provided in this Article, designating the classes they will be responsible for. The Association will notify the Labor Relations Director of any subsequent changes in such Directors.

Section 2. Director's Activities. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Directors will be allowed reasonable time to post official Association notices; distribute the Association newsletters; and to transmit communications authorized by the Association to the Employer, as are required for the administration of this Agreement, providing this activity does not interfere with normal work duties.

Section 3. Bulletin Boards. The Employer shall make space available on official bulletin boards for the posting of official Association notices, meetings, elections, minutes and newsletters.

Section 4. Association-Employer Meetings. It is agreed that no more than six of the Association representatives and the employer will meet upon request for the purpose of reviewing and discussing their common interests as the need arises.

Section 5. Distribution of the Agreement. The Employer agrees to provide all newly-hired or re-hired employees with a copy of this Agreement, if furnished by the Association.

ARTICLE VI

STRIKES AND LOCKOUTS

Section 1. Strikes. The Association, its officers and agents, and the employees covered by this Agreement agree not to promote or support any strikes as defined in M.S. 179.63, Subd. 12. Any employee who knowingly violates the provisions of this section may be discharged or otherwise disciplined.

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

ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action by the employer shall be only for just cause and include the following:

1. Oral reprimand or
2. Written reprimand or
3. Suspension or
4. Salary reduction or
5. Demotion or
6. Discharge

Transfer reassignments in lieu of disciplinary action may be made at the option of the Employer. The Employer shall notify the appropriate Association Director as to the action contemplated, giving the reason therefore, and shall allow the Association to respond. If the transfer reassignment is opposed by the Association, the Employer shall then take any of the other steps indicated in this Article.

Upon request of an employee who is being questioned during an investigation that may lead to a disciplinary action against the employee, an Association Representative shall be present at such meeting.

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.

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

Section 2. Discharge of a Permanent Employee. The Employer shall not discharge a permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee will be suspended for five days prior to being terminated. The employee and the Association will be notified in writing that an employee has been suspended and subject to discharge and shall be furnished the reasons therefore.

The Association shall have the right to take up a discharge at the second step of the Grievance Procedure and the matter shall be handled in accordance with this procedure, if so requested by the Association.

An employee found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties if appropriate or the decision of the arbitrator.

Section 3. Dismissal of the Probationary Employee. The Employer shall not dismiss or fail to certify an employee serving his/her initial probationary period without just cause. If the Employer feels that there is just cause to dismiss or fails to certify an employee serving a probationary period, the employee will be notified in writing, with a copy to the Association, of the reason or reasons for dismissal or non-certification. The Association shall have the right to process the action of the Employer as a grievance through Step 2 of the Grievance Procedure and the matter shall be handled in accordance with this procedure. Grievances regarding dismissal and non-certification of an employee during the initial probationary period are not subject to the arbitration provisions of Article VIII.

Section 4. Personnel Records. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

An oral reprimand shall not become a part of an employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records.

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

The contents of an employee's personnel office record shall be disclosed to him/her upon request and to the employee's Association Representative upon the written request of the employee. In the event a grievance is initiated under Article VIII, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon the request of the employee.

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

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. For the purpose of this Agreement, a grievance shall be defined as a dispute or a disagreement as to the interpretation or application of any term or terms of this Agreement. 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 following procedure. Under no circumstances may an employee who has elected to use the appeals procedure available to him/her under Minnesota Statutes 43.24, Subdivision 2, use the grievances and arbitration procedure of this Agreement as outlined below for the same dispute.

STEP 1: The grievance shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it was based, section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate supervisor by an Association Director. Any alleged violation not processed to this step within (21) calendar days of the first occurrence of the event giving rise to the grievance or within (21) calendar days after the grievant, through the use of reasonable diligence should have knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived. Within (7) calendar days after receiving the written grievance, the grievant's immediate supervisor and the Association Director shall meet with or without the grievant, in an attempt to resolve the grievance. If the grievance remains unresolved after this meeting, the immediate supervisor's written answer to the grievance shall be given to the Association Director within (7) calendar days of this meeting. The Association may appeal the grievance to Step 2 within (7) calendar days of the receipt of the immediate supervisor's answer.

STEP 2: Within (7) calendar days after receiving the Association's appeal, the District Engineer or Unit Head, whichever is applicable, and the appropriate Association Director, with or without the employee shall meet to attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the District Engineer or Unit Head shall give his/her written answer to the Association Director within (7) calendar days following this meeting. The Association may refer the grievance in writing to Step 3 within (7) days after receipt of the District Engineer or the Unit head's written answer.

STEP 3: Within (10) calendar days following the receipt of a grievance referred from Step 2, the Labor Relations Director or his/her designee shall meet with the Association Director in an attempt to resolve the grievance. Within (10) calendar days following this meeting, the Labor Relations Director or his/her designee shall respond in writing to an Association Director stating the Employer's answer concerning the grievance. If as a result of the written response, the grievance remains unresolved, the Association may refer the grievance within (10) calendar days to Step 4. Any grievance not referred in writing by the Association to Step 4 within 10 calendar days following receipt of the answer of the Labor Relations Director shall be considered waived.

STEP 4: If the grievance remains unresolved, the Association may within (10) calendar days after the response of the Labor Relations Director is due, by written notice to the Employer, request arbitration of the grievance. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said (10) day period, either party may request the Director, Bureau of Mediation Services, to submit a panel of (5) arbitrators. Both the Employer and the Association shall have the right to strike two names from the panel. The Association shall strike the first name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

Section 2. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing within (30) days following the close of the hearing or the submission of briefs by the parties whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The decisions of the arbitrator shall be final and binding on the Employer, the Association, and the employees.

Section 3. Fees and Expenses. The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Time Limits. If a grievance was not presented within the time limit set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the 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 at each step.

Section 5. Processing Grievances. The Association Director involved and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor, which shall not be unreasonably withheld.

The Association Director involved and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to process the employee's grievance.

ARTICLE IX

VACATION AND SICK LEAVE

Section 1. Vacation Accumulation. Employees, except for emergency employees, project employees, non-tenured laborers, and temporary appointment employees, shall accrue vacation pay according to the following rates:

<u>Continuous Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
0 through 3 years	3 working hours if appointed on or after July 1, 1979; 4 working hours if appointed prior to July 1, 1979
after 3 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	7-1/2 working hours
after 20 years or more	8 working hours

Effective July 9, 1975, for purposes of determining changes in an employee's accrual rate, periods of suspension or unpaid non-medical leaves of absence shall not be deducted from the Continuous Service Requirement unless they are one full payroll period or more 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 rate shall be made effective at the beginning of the next payroll period following completion of the specified Continuous Service Requirement.

An employee shall not utilize vacation during his/her first six months of continuous service. Upon completion of six 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 (80) hour pay period will have their vacation accruals prorated.

Employees may accumulate unused vacation leave to a maximum of 240 hours.

Employees on a Military Leave under ARTICLE X shall earn 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 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.

Section 2. Vacation Schedules. Every reasonable effort shall be made to grant vacation at the times requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, vacation schedules shall be established on the basis of Classification Seniority within a work unit, in the event of any conflict over vacation periods. Provided, however, that any employee who is about to lose vacation because he/she has or will reach the maximum accumulation of vacation leave specified by Personnel Department Rules, shall be entitled to take sufficient vacation to prevent such loss upon advance notice to his/her supervisor.

Section 3. Sick Leave Accumulation. Employees, except for emergency and temporary appointment, shall accrue sick leave at the rate of four hours per pay period of continuous employment, beginning with their date of hire until (900) hours have been accrued. After (900) hours have been accrued and maintained, employees shall then accrue sick leave at the rate of two (2) hours per pay period.

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

Employees being paid for less than a full (80) hour pay period will have sick leave accruals prorated.

Section 4. Sick Leave. The employee shall notify the Employer at or before his/her normally scheduled starting time of any illness. Employees utilizing leave under this section shall furnish a statement from a medical practitioner upon the request of the Employer for absences in excess of three work days, or where the Employer has reasonable reason to believe that an employee has abused or is abusing sick leave. Those employees who misuse sick leave may be subject to disciplinary action. Employees returning from extended sick leave shall notify the Employer at least one workday prior to returning to work.

ARTICLE X

HOLIDAYS

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

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

New Year's Day	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday

Except for employees working where seven (7) day week schedules are in effect, when any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and when any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Where seven (7) day a week schedules are in effect the actual holiday shall be observed as the holiday for employees working within such schedule.

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

When an employee's birthday falls on any of the other holidays listed in Section 2 of this Article, the employee's first scheduled work day following the holiday which is not a holiday shall be observed as the birthday holiday.

Except in leap years, when an employee's birthday falls on February 29, March 1 shall be observed as the birthday holiday.

When any of the above holidays fall on an employee's regularly scheduled day off, the employee's scheduled work day which is closest to the holiday which is not a holiday shall be scheduled as a holiday for that employee unless other arrangements are agreed to between the Appointing Authority and the employee.

When an employee has days off that are not consecutive and the holiday falls on one of the scheduled days off, either the day before or the day after the holiday(s) shall be observed as the holiday at the Appointing Authority's discretion unless other arrangements are agreed to between the Appointing Authority and the employee.

When an employee has three or more consecutive days off and a holiday falls on one or more of the scheduled days off, either the day(s) before or the day(s) after the consecutive days off or any combination thereof shall be observed as the holiday(s) at the Appointing Authority's discretion unless other arrangements are agreed to between the Appointing Authority and the employee.

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

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

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

Section 5. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify his/her supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday. Such days off shall be taken without pay, or upon the election of the employee, shall be charged against accumulated vacation leave, or accumulated compensatory time.

ARTICLE XI

HOURS OF WORK; OVERTIME

Section 1. Normal Workday. The normal workday shall consist of 8 hours of work within a 24 hour period, exclusive of an unpaid duty-free lunch period. Should it become necessary to establish schedules departing from the normal workday, in the interest of efficient operations, to meet the needs of the public, or better utilize facilities or the working forces, the Association will be notified as soon as possible.

Section 2. Normal Payroll Period. The normal payroll period shall consist of 80 hours of work within a two week payroll period.

Section 3. Daily Scheduling. It is recognized that because of the nature of their work, employees covered by this Agreement may be 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 day sometimes impossible. However, insofar as practicable and without reducing the efficiency of work performance, employees are expected to complete normal routine work within a normal scheduled work day.

Section 4. Overtime for Special Hours of Work. Employees shall be compensated for time worked in excess of their scheduled work day at straight time rates when assigned to special work assignments which are in addition to their normally accepted job duties, including work on holidays and scheduled days off, and upon having received advance approval. All overtime may be liquidated in either cash or compensatory time off at the option of the Employer who shall consider the desires of the Employee.

Section 5. On-Call. Employees who have been scheduled to be on an "on-call" status and who are required to remain in an "on-call" status on weekends are not required to remain in a fixed location but are required to leave word where he/she may be reached.

Employees scheduled by their District Director or Office Director to be in an on-call status, shall be provided with a state-owned vehicle, and will not be charged mileage for driving to and from their work station and their home. It is understood that the state-owned vehicle shall not be used for personal purposes. Such employees will be required to complete a Minnesota Department of Transportation Motor Vehicle Extended Use Agreement for the Employer.

Radio Maintenance Supervisors who have been assigned to a Call Duty Roster for emergency service repair of communication equipment on weekends and who are required to remain in an on-call status on weekends shall be compensated for such time on the basis of thirty (\$30.00) dollars for the full forty-eight (48) hour period beginning at twelve o'clock (12:00 p.m.) midnight, Friday until twelve o'clock (12:00 p.m.) midnight Sunday. Call duty assignments for Radio Maintenance Supervisor on holidays and any lesser scheduled on-call assignments shall be compensated for proportionately less.

This section shall not be construed as a guarantee or intent on the part of the State to provide state-owned vehicles to any such employee.

ARTICLE XII

SENIORITY

Section 1. Definition. For the purpose of this Agreement, Bargaining Unit Seniority shall be defined as the employee's length of continuous service within the bargaining unit since his/her last date of hire. Classification Seniority is defined as the length of continuous service in a job classification within the bargaining unit.

Employees who are promoted out of the bargaining unit shall retain both their Bargaining Unit Seniority and their Classification Seniority until they have completed their probationary period in the new position.

Section 2. Lay-off and Re-employment. In the event it becomes necessary to reduce the forces within the bargaining unit, employees will be laid off in inverse order of their Classification Seniority within the bargaining unit. The Department shall be considered as one (1) Department wide organizational unit for purposes of lay-off and recall. Names of laid-off employees shall be placed on an appropriate lay-off list and shall be recalled in order of seniority when the position again becomes available, provided the employee is then qualified and able to perform the available work in a satisfactory manner. An employee who does not have sufficient Classification Seniority to bump into a previous class within the bargaining unit, shall not forfeit the right to exercise Classification Seniority in bumping into the next previously held class within the bargaining unit. Employees who have accepted positions outside the bargaining unit under the same department shall retain full bumping rights to a previously held position within the bargaining unit based upon Classification Seniority.

Section 3. Interruption of Seniority. Continuous service of incumbent employees shall not be interrupted except upon termination, interruption of service in the Department of Transportation for any reason except leave of absence or layoff, or upon expiration of eligibility for re-employment from the layoff list.

Section 4. Application of Seniority. Seniority shall be applied as specifically provided for in this Agreement.

ARTICLE XIII

VACANCIES

Section 1. Definition. A vacancy is defined as any opening for a full-time position in a classification covered by this Agreement.

Section 2. Notification. Whenever a vacancy occurs, the Appointing Authority shall notify in writing all incumbent employees in said classification at least ten (10) calendar days in advance of the date designated by the Employer for the closing of applications. The notification shall consist of the general description of the vacancy including location and the name of the individual to contact for applying.

Section 3. Lateral Transfer. Incumbent senior employees in said classification will be given preference in selection by the Employer if qualifications are relatively equal to other applicants before the selection procedure in Personnel Rule 2.081 is utilized. Unsuccessful candidates will be given written notification from the Employer as to the reason for non-selection within a reasonable time period following the selection of another candidate.

ARTICLE XIV

PROBATIONARY PERIOD

Whenever an employee enters a position in the "A" Schedule, he/she shall serve a probationary period as follows:

Half to Full-Time positions	Six calendar months
Less than Half-Time positions	Nine calendar months

A calendar month is defined as the time between the date of employment and the corresponding date in the next following month. Any unpaid leaves of absence in excess of an aggregate total of ten workdays shall be added to the duration of the probationary period.

If the Appointing Authority decides an employee cannot successfully complete the probationary period as provided above, such employee will not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in a successful completion of the probationary period, the Employer and the Association may mutually agree to a limited extension, not to exceed three (3) months.

A bargaining unit member who is promoted and who is not certified by the Appointing Authority shall have the right to be restored to the position and the location from which he/she was promoted.

ARTICLE XV

WAGES

Section 1. General Wage Adjustments. Effective the first full payroll period after July 1, 1979, the wage rates payable to the Employees shall be increased 13% over the Ranges and Steps of the "A" and "C" Schedule Salary Plans in effect during the first full payroll period after July 1, 1977. Effective the first full payroll period after July 1, 1980, the wage rates payable to the Employees shall be increased by 4.4% over the wage rates payable to such Employees during the first full payroll period after July 1, 1979.

Section 2. Progression. Employees shall be advanced in their salary ranges provided for in Minnesota Statutes, Chapter 43.

Section 3. Cost of Living. All cost-of-living adjustments made during the term of this Agreement will be based upon changes in the Consumer Price Index for urban wage earners (New Series Index, 1967=100), published for the Minneapolis-St. Paul area by the U.S. Bureau of Labor Statistics ('CPI').

For each 0.4 point increase in the CPI during the base periods set forth, all rates shall be increased by one-cent per hour. Such cost-of-living allowances shall become effective on the payroll period date set forth and shall continue in effect until a re-determination of the allowance is made. Since all base periods originate with October 1979, cost-of-living adjustments are not cumulative and allowances paid under an earlier determination shall cease when a re-determination takes effect.

<u>Base Period</u>	<u>Effective Date</u>
October 1979 to April 1980	July 2, 1980
October 1979 to October 1980	January 14, 1981

Section 4. Shift Differential. Effective the first full payroll period after July 1, 1979, employees working on assigned shifts that begin before 6:00 A.M. or which end at or after 7:00 P.M. shall receive a differential of twenty (.20¢) cents per hour for all hours worked on that shift in addition to their regular rate of pay. Such differential shall be included in all payroll computation for hours of work but shall not apply during periods of paid leaves.

INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement Group Life, Health, Surgical and Medical Insurance, Dental, Hospital, and Health Testing Plans as specifically contained in the existing contracts of Insurance and the certificates issued thereunder.

Section 2. Eligible Employees. Eligibility for benefits under this Article is specifically described by Minnesota Statutes 43.43, Subdivision 2, 43.44, 43.47 and 43.491. All employees 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. However, seasonal employees who were receiving state group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive state group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977. Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment with the state. An employee must be actively at work on the effective date of coverage except that an employee who is on paid leave on the date state paid life insurance benefits increase shall also be entitled to the increased life insurance coverage.

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

Benefits shall continue as long as an employee meets the eligibility requirements described in Minnesota Statutes 43.43, Subdivision 2, and 43.47 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 Worker's Compensation payments or utilizing disability leave as provided in Personnel Rules.

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

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

Section 3. Health Insurance. The Employer shall make available the hospital and medical coverages outlined below and shall pay the full cost of employee coverage thereunder. Effective the first day of the first payroll period following July 1, 1979, the Employer shall pay the full cost of dependent coverage, provided such cost does not exceed the higher of \$60.00 or the Blue Cross/Blue Shield premium attributable to dependent coverage.

MMA

INSURANCE

Eligible employees may elect coverage under either of the following options:

Option 1. Health Maintenance Organization. The current provider of this option, at the time this Agreement is executed, is Group Health Plan, Inc., with medical centers located at St. Paul, St. Louis Park, Bloomington, Brooklyn Center, Maplewood, Virginia, Two Harbors, and Grand Marais. Since benefits under the Group Health Plan are established and controlled by the Group Health Plan, Inc., Board of Directors, benefits listed below may be subject to change during the life of this Agreement.

Hospital Care - Up to 365 days per continuous confinement.

*Full payment for a semi-private room.

*Full payment for all services necessarily furnished by the hospital for treatment of illness or injury.

*Full payment for intensive care up to 30 days per hospital admission.

Medical Services

*Hospital visits and office visits to Group Health and associated medical centers.

*Major, minor, and specialized surgery as required in and out of the hospital.

*Deep X-ray and cobalt therapy.

*Specialist consultation and treatment in and out of the hospital.

*Preventive care, including periodic health screening, well-baby care, immunizations and other disease prevention measures.

*Eye examinations, including prescriptions for glasses.

Prescriptions for drugs and glasses are filled at reduced cost at several of the medical centers.

Supplemental Benefits

*Full payment of nursing services, appliances and equipment prescribed by a Group Health medical director, when the cost for such exceeds the deductible sum of \$50 in any calendar year, up to a lifetime maximum of \$10,000.

Maternity Benefits - If conception occurs while coverage is in force and coverage continues to date of birth:

*Full payment for semi-private hospital accommodations.

*Maternity care, including pre-natal and post-natal care, when services are rendered by or under the direction of Group Health physicians or associated physicians.

Other providers of this option, at the time this Agreement is executed, are Group Health of Northeastern Minnesota and Nicollet/Eitel Health Plan. Benefits under these plans may vary from those listed above. Since benefits under these plans are controlled by the plans, the benefits may be subject to change during the life of this Agreement.

Option 2. Health Insurance Carrier. Current insurance carrier is Blue Cross and Blue Shield of Minnesota which offers a High or Low option plan. High Option benefits are as follows:

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INSURANCE

Hospital Care - Up to 365 days per continuous confinement.

*Full payment for semi-private room accommodations.

*Full payment for all necessary services and supplies furnished by the hospital for treatment for illness or injury.

*Outpatient hospital services and supplies for accident care, medical care in an emergency, minor surgery, radiation therapy, rehabilitation procedures and pre-operative tests and examinations.

Medical-Surgical Benefits

*Scheduled payment for most surgical procedures as set forth in the Master Insurance Contract, as well as anesthesiology, in-Hospital doctor's visits and outpatient diagnostic X-ray and laboratory services.

*The cost of obtaining a second opinion from a physician on surgical procedures.

Major Medical Benefits The eligible employee pays the first \$50 each year, and Blue Shield pays 80% of the remainder up to a maximum of \$250,000 for the following services: (For a family of 4 or more, only 3 need meet the \$50 deductible.)

*Physician's fees for office calls, home and hospital visits, and consultation; assistant surgeon's fees; radiologic, pathologic, anesthesiologic and therapeutic services.

*Private duty nurse fees.

*All drugs prescribed for an eligible diagnosis.

*Certain defined complications of pregnancy.

*Appliances, such as artificial limbs, blood and blood derivatives.

*Dental surgery resulting from accidental injury.

*Professional ambulance service.

*Wheel chairs, hospital type beds, braces, colostomy bags, insulin and syringes, oxygen tents, kidney machine rental.

*Diagnostic X-ray and laboratory services in excess of the benefits paid in the basic plan.

*Hospital services on and after the 366th day of continuous confinement.

Maternity Benefits - If conception occurs while coverage is in force and coverage continues to date of birth:

*Full payment for semi-private hospital room.

*Full coverage for extra services.

*Obstetrical benefits, including the services of a licensed midwife, not to exceed the usual customary and reasonable fee.

Certain medical services are not covered by the Blue Cross and Blue Shield plan. Among these are:

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INSURANCE

*Nursing home services.

*Dental care and cosmetic surgery, unless necessary to correct conditions resulting from injury or accident while policy is in force.

*Eye glasses, hearing aids, or examinations for prescriptions for same.

*Pre-natal, post-natal, and well-baby care.

*Services or supplies not used in the hospital or extended care facility.

*Services which are fully or partially furnished by Worker's Compensation.

Low Option benefits are available at a lower cost, but provide less benefits such as \$16 per day maximum on semi-private hospital room; lower surgical allowances; etc.

The above outlined insurance benefits are intended to be a listing of the major benefits provided by the coverage. However, the inadvertent omission or inclusion of any benefits is not intended to be interpreted as a change of any existing coverages.

Additionally, any insurance coverages which are mandated by the Legislature shall be provided to any affected eligible employees under the provisions of this Article.

Section 4. Dental Insurance. Effective the first day of the first payroll period following July 1, 1979, (July 4, 1979), the Employer agrees to make the following dental care benefits available to all eligible employees and their families. The Employer agrees to pay the full cost of coverages for such employees, and also agrees to pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Coverages A and B - 80%

A) Regular Diagnostic and Preventive Services

*Clinical oral examinations at six (6) month intervals.

*Bitewing x-rays at twelve (12) month intervals.

*Full mouth x-rays once in any three (3) year interval, unless special need is shown.

*Dental prophylaxis as prescribed by the dentist, but not more than once in any six (6) month interval. Topical flouride applications as prescribed by the dentist, but not more than once every twelve (12) months.

*Oral hygiene instruction as prescribed by the dentist, but not more than once every twelve (12) months.

B) Regular and Special Restorative Services

Regular Services

*Emergency treatment for relief of pain.

*Amalgam, preformed crowns, synthetic porcelain, plastic and composite restorations.

*Routine oral surgery, provides for tooth removal (including alveolectomy, where indicated) including pre and post operative care.

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Special Services

*Gold restorations when the teeth cannot be restored with another filling material; crowns and jackets when the teeth cannot be restored with a filling material.

*Periodontics (surgical and non-surgical procedures necessary for the treatment of the diseases of the gingiva (gums) and bone supporting the teeth).

*Endodontics (including pulpal therapy and root canal filling).

*All other oral surgery not mentioned in Regular Services above.

Coverage C - 50%

Prosthetics (Removal and Fixed)

*Bridges, partial dentures and complete dentures (crowns when used as abutments to a bridge). EXCLUSION: Coverage is NOT provided for replacement of misplaced, lost or stolen dental prosthetic appliances.

Replacement Benefits

*Five year replacement benefit measured from date appliance last installed.

Coverage D - 80%

*Orthodontics

*Coverage limited to eligible dependent children from eight (8) to nineteen (19) years of age.

Deductible: \$25 deductible per covered person per coverage year. This deductible not applicable to Coverage A.

Maximum: \$1,000 maximum amount payable per covered person per coverage year.

Section 5. 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:

<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
over \$20,000	\$25,000	\$25,000

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

Employees who retire from state service after July 1, 1977, 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 to 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 after July 1, 1979, 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.

Section 6. Health Testing. The Employer shall make available to all eligible employees who elect health insurance coverage under Blue Cross and Blue Shield of Minnesota an annual health evaluation and screening through National Health Testing, Inc., or a similar organization.

Eligible employees who elect coverage under a Health Maintenance Organization shall only be entitled to receive this benefit if the Health Maintenance Organization, in which the employee is enrolled, does not make available without additional cost, on an annual basis, the tests performed for state employees by National Health Testing, Inc. The Employer shall contribute up to \$64.00 per contract year per eligible employee for this benefit.

Such screenings shall include the following: A complete medical history of the employee; vision test; hearing test; urinalysis; tuberculin test; chest x-ray; height, weight and skinfold measurement; vital and forced vital capacity test; electrocardiogram; blood pressure; pulse; blood tests; pap smear; self breast exam instructions; hemoccult test; and medical interpretation of the results of testing. The above list is intended to be an outline of major benefits provided by National Health Testing, Inc. However, the inadvertent omission or inclusion of any benefits is not intended to be interpreted as a change of any existing coverages. A complete listing of the coverage is available from the Employee Benefits Division of the Department of Personnel. Each eligible employee participating in the evaluation shall be furnished with a letter outlining the results. Complete medical files shall be forwarded to a physician selected by the employee at his/her written request.

Section 7. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible employees:

A. Short term salary continuance. Provides benefits of \$140-\$1,000, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.

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B. Long term salary continuance. Provides benefits of \$200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.

C. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

Section 8. Group Premium for Early Retirement. Employees who retire from state service prior to age 65 and who are entitled at the time of retirement to receive an annuity under a state retirement program shall be eligible to continue to participate, at the employee's expense, in the group hospital and medical benefits as set forth in Minnesota Statutes 43.491, Subdivision 5 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 insurance programs for an additional six (6) 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 Sections 3 and 4 above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

ARTICLE XVII

SEVERANCE PAY

All employees who have accrued twenty (20) years or more continuous state service shall receive severance pay upon any separation from state service. Employees with less than twenty (20) years continuous state service shall receive severance pay upon mandatory retirement or retirement at or after age 65, death, or layoff, except for seasonal layoffs. Employees who retire from state service after ten (10) years of continuous state service and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Effective July 1, 1979, 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.

ARTICLE XVIII

EXPENSE ALLOWANCES

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

Section 2. Automobile Expense.

A. When a state-owned vehicle is not available and an employee is required to use his or her personal automobile to conduct authorized state business, the Employer shall reimburse the employee at the rate of nineteen (19) cents per mile for mileage on the most direct route according to Transportation Department records. When a state-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of fourteen (14) 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 will not be required by the Employer to carry automobile insurance coverage beyond that required by law.

B. Adjustments in mileage reimbursements to compensate for fluctuation in gasoline prices shall be made as follows: A "Base Rate" gasoline price shall be established by computing the average invoice price per gallon of gasoline delivered to the Central Motor Pool during the month of April, 1979. A "New Rate" shall be calculated in the same manner for each month commencing in July, 1979. The difference, if any, between the "Base Rate" and the "New Rate" shall be added to the sum of any changes in federal and/or state gasoline taxes levied on or after April 1, 1979, and such total shall be referred to as the "Adjusted Difference." Effective the second month following the computation of the "New Rate", mileage rates set forth in "A" above shall be increased or decreased by one (1) cent for each full ten (10) cents increase or decrease reflected by the "Adjusted Difference". Provided, however, in no event shall such mileage rates be less than the rates of nineteen (19) cents or fourteen (14) cents set forth in "A" above.

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, he/she shall be reimbursed for the actual expenses of the mode of transportation so authorized. All air transportation shall be by coach class. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. Employees in a travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to actual cost of meals while away from their home station up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed three dollars and fifty cents (\$3.50) per week for laundry and/or two dollars (\$2.00) for dry cleaning for each week after the first week.

Section 5. Meal Allowances.

A. Employees assigned to be in a 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. 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 am.. 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 a travel status until after 7:00 p.m..

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

Breakfast	\$3.00
Lunch	\$4.00
Dinner	\$7.00

C. Maximum reimbursement for meals outside the State or on trains, including tax and gratuity, shall be:

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

D. An adjustment in maximum reimbursements for meals, based upon the Food Away From Home Consumer Price Index as published for Minneapolis-St. Paul, new series index (1967 = 100), shall be made as follows:

The base period for any adjustment shall be the July, 1979, index and the April, 1980, index. For each full 1.5 points rise in the Food Away From Home Index during the base period, the maximum reimbursement for Dinner under both B and C above shall be increased five (5) cents effective July 1, 1980. The maximum reimbursement for Breakfast and Lunch under B and C above shall each also be increased by one-half

(1/2) the amount of the increase for Dinner. If the increased maximum reimbursement for Breakfast and Lunch results in an amount not equally divisible by Five (5), the maximum reimbursement for Breakfast shall be rounded down to the next amount equally divisible by five (5), and the maximum reimbursement for Lunch shall be rounded up to the next amount that is equally divisible by five (5).

Employees stationed in the seven (7) county metropolitan area 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.

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

ARTICLE XIX

RELOCATION ALLOWANCES

Section 1. Authorization. When it has been determined by the Appointing Authority that an employee is required to be transferred or reassigned to a different work station, the cost of moving the employee shall be paid by the 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 will be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of this Article. Employees who are reassigned, transferred, or demoted to vacant positions in their state agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another state agency of all or a major portion of the operations of their Appointing Authority, shall receive relocation expenses in accordance with the provisions of this Article. Employees who are demoted during their probationary period, after their fifteen (15) calendar day trial period, shall receive those relocation expenses provided in Section 2, Paragraph C and D, of this Article.

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

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

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

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

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

B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$3,000 shall be paid by the Appointing Authority.

C. Moving Expenses. The 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 will pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$350.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the employee's

family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article XVIII (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 XX

COMPLETE AGREEMENT & WAIVER CLAUSE

Section 1. Complete Agreement Between Parties. Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the 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 or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

It is understood by the parties that this contract is the entire Agreement and concludes negotiations for the 1979-81 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 71st Session of the Minnesota Legislature for approval prior to implementation. Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature. Concurrently, the parties further agree not to support or seek to modify its terms through legislative action which would alter the express provisions of this contract.

ARTICLE XXI

SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event that any provision of this Agreement is

found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

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

ARTICLE XXII

DURATION

The provisions of this Agreement shall become effective the first day of July, 1979, subject to acceptance by the 71st Session of the Legislature and shall remain in full force and effect until the 1st day of July, 1981.

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

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

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

In witness whereof, the parties hereto have set their hands this 28 day of June, 1979.

FOR THE UNION

Eugene C. Arcey, Pres.

FOR THE EMPLOYER

Barbara J. Sundquist

Joseph C. Davis

APPENDIX A
 COMPENSATION GRID
 A schedule for the Middle Management Association (DOT)
 July 4, 1979

Range	Step	A	B	C	D	E	F	G	H	I	J
53	YR	12,653	13,134	13,676	14,198	14,762	15,368	15,973	16,620	17,289	17,978
	MO	1054	1094	1140	1183	1230	1281	1331	1385	1441	1498
	HR	6.06	6.29	6.55	6.80	7.07	7.36	7.65	7.96	8.28	8.61
54	YR	13,134	13,676	14,198	14,762	15,368	15,973	16,620	17,289	17,978	18,708
	MO	1094	1140	1183	1230	1281	1331	1385	1441	1498	1559
	HR	6.29	6.55	6.80	7.07	7.36	7.65	7.96	8.28	8.61	8.96
55	YR	13,676	14,198	14,762	15,368	15,973	16,620	17,289	17,978	18,708	19,439
	MO	1140	1183	1230	1281	1331	1385	1441	1498	1559	1620
	HR	6.55	6.80	7.07	7.36	7.65	7.96	8.28	8.61	8.96	9.31
56	YR	14,198	14,762	15,368	15,973	16,620	17,289	17,978	18,708	19,439	20,212
	MO	1183	1230	1281	1331	1385	1441	1498	1559	1620	1684
	HR	6.80	7.07	7.36	7.65	7.96	8.28	8.61	8.96	9.31	9.68
57	YR	14,762	15,368	15,973	16,620	17,289	17,978	18,708	19,439	20,212	21,047
	MO	1230	1281	1331	1385	1441	1498	1559	1620	1684	1754
	HR	7.07	7.36	7.65	7.96	8.28	8.61	8.96	9.31	9.68	10.08
58	YR	15,368	15,973	16,620	17,289	17,978	18,708	19,439	20,212	21,047	21,882
	MO	1281	1331	1385	1441	1498	1559	1620	1684	1754	1824
	HR	7.36	7.65	7.96	8.28	8.61	8.96	9.31	9.68	10.08	10.48
59	YR	15,973	16,620	17,289	17,978	18,708	19,439	20,212	21,047	21,882	22,738
	MO	1331	1385	1441	1498	1559	1620	1684	1754	1824	1895
	HR	7.65	7.96	8.28	8.61	8.96	9.31	9.68	10.08	10.48	10.89
60	YR	16,620	17,289	17,978	18,708	19,439	20,212	21,047	21,882	22,738	23,657
	MO	1385	1441	1498	1559	1620	1684	1754	1824	1895	1971
	HR	7.96	8.28	8.61	8.96	9.31	9.68	10.08	10.48	10.89	11.33
61	YR	17,289	17,978	18,708	19,439	20,212	21,047	21,882	22,738	23,657	24,618
	MO	1441	1498	1559	1620	1684	1754	1824	1895	1971	2051
	HR	8.28	8.61	8.96	9.31	9.68	10.08	10.48	10.89	11.33	11.79
62	YR	17,978	18,708	19,439	20,212	21,047	21,882	22,738	23,657	24,618	25,578
	MO	1498	1559	1620	1684	1754	1824	1895	1971	2051	2132
	HR	8.61	8.96	9.31	9.68	10.08	10.48	10.89	11.33	11.79	12.25
63	YR	18,708	19,439	20,212	21,047	21,882	22,738	23,657	24,618	25,578	26,601
	MO	1559	1620	1684	1754	1824	1895	1971	2051	2132	2217
	HR	8.96	9.31	9.68	10.08	10.48	10.89	11.33	11.79	12.25	12.74
64	YR	19,439	20,212	21,047	21,882	22,738	23,657	24,618	25,578	26,601	27,624
	MO	1620	1684	1754	1824	1895	1971	2051	2132	2217	2302
	HR	9.31	9.68	10.08	10.48	10.89	11.33	11.79	12.25	12.74	13.23
65	YR	20,212	21,047	21,882	22,738	23,657	24,618	25,578	26,601	27,624	28,794
	MO	1684	1754	1824	1895	1971	2051	2132	2217	2302	2399
	HR	9.68	10.08	10.48	10.89	11.33	11.79	12.25	12.74	13.23	13.79

COMPENSATION GRID
 C schedule for the Middle Management Association (DOT)
 July 4, 1979

Range	Step	A	B	C	D	E	F	G	H
99	YR	11,317	11,735	12,131	12,549	12,946	13,363	13,823	14,303
	MO	943	978	1011	1046	1079	1114	1152	1192
	HR	5.42	5.62	5.81	6.01	6.20	6.40	6.62	6.85

APPENDIX B

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

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9-1/2	0
At least 9-1/2, but less than 19-1/2	1
At least 19-1/2, but less than 29-1/2	2
At least 29-1/2, but less than 39-1/2	3
At least 39-1/2, but less than 49-1/2	4
At least 49-1/2, but less than 59-1/2	5
At least 59-1/2, but less than 69-1/2	6
At least 69-1/2, but less than 79-1/2	7
At least 79-1/2	8

APPENDIX C

Eligible employees being paid for less than a full eight (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 3 years, if appointed on or after 7/1/79	0 thru 3 years if appointed before 7/1/79	After 3 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
Less than 9-1/2	0	0	0	0	0	0	0
At least 9-1/2, but less than 19-1/2	1/2	3/4	3/4	1	1-1/4	1-1/2	1-1/2
At least 19-1/2, but less than 29-1/2	3/4	1	1	1-1/4	1-3/4	2	2
At least 29-1/2, but less than 39-1/2	1	1-1/2	1-1/2	2	2-3/4	3	3
At least 39-1/2, but less than 49-1/2	1-1/2	2	2	2-1/2	3-1/2	3-3/4	4
At least 49-1/2, but less than 59-1/2	2	2-1/2	2-1/2	3-1/4	4-1/2	4-3/4	5
At least 59-1/2, but less than 69-1/2	2-1/4	3	3	3-3/4	5-1/4	5-3/4	6
At least 69-1/2, but less than 79-1/2	2-3/4	3-1/2	3-1/2	4-1/2	6-1/4	6-3/4	7
At least 79-1/2	3	4	4	5	7	7-1/2	8

APPENDIX D

Eligible employees being paid for less than a full eight (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

<u>Number of Hours Worked During Pay Period</u>	<u>Less than 900 Hours</u>	<u>900 Hours and Maintained</u>
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