

# Managerial Plan

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July 1, 2003 through June 30, 2005

*Prepared pursuant to Minn. Stat. 43A.18, subdivision 3, by the:*

## **Minnesota Department of Employee Relations**

**200 Centennial Office Building  
658 Cedar Street  
Saint Paul, Minnesota 55155**

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The Managerial Plan, authorized by M.S. 43A.18, subdivision 3, establishes the compensation, terms, and conditions of employment for all classified and unclassified employees in positions identified by the Commissioner of Employee Relations as managerial. The benefit provisions of this Plan are extended to department heads whose salaries are established in M.S. 15A.0815; to constitutional officers and their deputies for whom no plan has been approved under M.S. 43A.18, subdivision 4; to judges of the Workers' Compensation Court of Appeals; to Tax Court judges; and to the Chief and Assistant Chief Administrative Law Judges.

This Plan provides coverage for the biennium beginning on July 1, 2003, and ending on June 30, 2005. Provisions are effective on the date this Plan is approved by the Legislative Coordinating Commission. Provisions (except for those that are date specific) shall remain in effect after June 30, 2005, until a new Plan is approved by the Legislative Coordinating Commission.

Certain provisions of this Plan also apply to managerial employees covered by agency compensation plans approved by the Commissioner of Employee Relations under the provisions of M.S. 43A.18, subdivision 4. The provisions of Chapters 3, 4, 5, 12, and 13, shall not apply to such managers unless incorporated, in whole or in part, by specific reference in the agency plan. All other provisions shall apply to managers covered by agency plans unless superseded by law or rule.

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

Office of the Commissioner  
Department of Employee Relations  
200 Centennial Office Building  
658 Cedar Street, Saint Paul, Minnesota 55155.

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

**Pay Period.** Managerial compensation is based upon the expectation that managers normally work at least 80 hours in the pay period. Managers shall be allowed flexibility in arranging their time in a manner which enables them to perform the responsibilities of their assignments.

**Overtime.** Because managers have authority to plan the work of their organizations and allocate the time needed for its completion, they are exempt from the provisions of the Federal Fair Labor Standards Act and are normally not eligible for overtime pay or compensatory time off with pay. If a work-related emergency situation is declared by the Commissioner of Employee Relations, the Commissioner of Employee Relations shall determine if managers shall be paid for overtime. If compensation is authorized, payment shall be at straight time in either cash or compensatory time at the Appointing Authority's option.

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

**Observed Holidays.** The following days shall be observed as paid holidays for eligible managers:

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

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

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

**Floating Holidays.** A manager except a temporary manager shall receive one floating holiday each fiscal year. The scheduling of such a day shall be by mutual agreement between the Appointing Authority and the manager. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

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

**Holiday Pay Entitlement.** In order to receive a paid holiday, an eligible manager must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). In the event a manager dies or is mandatorily retired on a holiday or holiday weekend, the manager shall be entitled to be paid for the holiday(s). An eligible part-time manager shall be paid according to the holiday proration schedule provided by Appendix F.

**Religious Holidays.** When a religious holiday, not observed as a holiday listed above, falls on a manager's regularly scheduled work day, the manager shall be entitled to that day off to observe the religious holiday.

Time to observe a religious holiday shall be taken without pay unless the manager uses accumulated vacation leave or, by mutual consent with the Appointing Authority, is able to work an equivalent number of hours at some other time during the fiscal year to compensate for the hours lost. A manager shall notify his/her supervisor of his/her intention to observe a religious holiday in advance of the holiday.

**Work on a Holiday.** A manager who works on a regularly scheduled holiday shall be paid for the holiday in cash or vacation leave, at the Appointing Authority's discretion. The manager must be eligible to accrue and use vacation under this Plan to receive payment as vacation leave.

**Eligibility.** All managers who are appointed for a period in excess of 6 months and are in payroll status, are eligible for paid vacation leave as provided in this Chapter.

**Vacation on Initial Entry to State Service.** Upon initial entry to the State service in a managerial position, an eligible manager shall be credited with 80 hours (10 days) of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated.

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

#### **Vacation Accrual Schedule for Full-time Managers**

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

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

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

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

1. An eligible manager who moves without a break in service to a Managerial Plan position from any other position in Minnesota State government, shall have his/her length of service and accumulated vacation leave transferred.
2. An eligible manager who is appointed to a Managerial Plan position within four years from the date of separation in good standing from any position in Minnesota State government shall accrue vacation leave according to the length of service the manager had attained at the time of separation.
3. A former Legislator who is appointed to a Managerial Plan position within four years of the end of his/her term in the Legislature shall receive full credit for his/her length of service in the Legislature.

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

A manager who has previous service under 1-4 above which has not been credited to his or her length of service may be granted credit for such service. The manager must submit documentation of the qualifying service to the Appointing Authority for approval. Any change in length of service credit shall only affect future leave accrual. The adjusted credit shall be effective the pay period in which the Appointing Authority approves the request.

**Vacation Accumulation.** Vacation leave may be accumulated to any amount provided that once during each fiscal year, the manager's balance must be reduced to 275 hours or less. If this is not accomplished on or before the last day of the fiscal year, the manager's balance shall automatically be reduced to 275 hours at the end of the fiscal year.

Managers on a military leave under Chapter 6 may accumulate vacation leave to any amount provided that the balance is reduced to 275 hours within two years of the manager's return from the leave.

The Commissioner of Employee Relations may temporarily suspend the maximum number of hours which may be accumulated in emergency situations. Emergencies are defined as nonrecurring situations that could not be anticipated or planned for. Emergencies do not include seasonal fluctuation in workload (e.g., Legislature in session, budget development, forest fire season, park season, or road construction season) which occur on a regular and reasonably predictable basis.

**Vacation Leave Liquidation.** An eligible manager who separates from State service or moves to a vacation-ineligible position shall be compensated in cash, at the manager's current rate of pay, for all accumulated and unused vacation leave up to a maximum of 275 hours. However, the maximum cap shall not apply in situations where the payout is due to the employee's death. Vacation leave may not be used alone or in combination with unpaid leave on separation from State service to extend insurance coverage. An Appointing Authority and a manager facing temporary layoff may mutually agree to liquidate all, none or a portion of the manager's accumulated vacation balance at the time of the temporary layoff. If there is no agreement, the balance will be liquidated.

**Conversion of Accumulated Vacation to Deferred Compensation.** Once in each fiscal year, at the discretion of the Appointing Authority, a manager with at least one year of continuous service in this Plan, may convert a portion of his/her accumulated vacation to a contribution to a deferred compensation plan for which the state provides payroll deduction. Each manager may convert up to 1 hour of vacation for each 3 hours of vacation taken in the previous fiscal year, provided that a manager may not convert more than 40 hours per fiscal year. Vacation hours donated to other employees, hours lost due to limits on vacation balances, hours paid off, and hours converted to deferred compensation do not count as hours taken for purposes of determining how many hours managers may convert in the next fiscal year.

Managers must submit the appropriate forms to their Appointing Authority payroll office by June 15 of each fiscal year.

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

Appointing Authorities may deny requests or limit the amount of vacation hours converted on an agency-wide basis for the entire agency for the vacation conversion or the State paid contribution provided in Chapter 13 due to budget restrictions.

This provision does not apply to employees covered by a compensation plan established under the provisions of M.S. 43A.18, subdivision 4 unless that compensation plan is amended to include a specific reference to this provision.

Once each fiscal year, managers may convert vacation to deferred compensation or receive the State-paid matching contribution provided in Chapter 13.

**Eligibility.** All managers who are appointed for a period in excess of 6 months and are in payroll status, are eligible for paid sick leave as provided in this Chapter.

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

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

**Transfer/Restoration of Sick Leave Hours.** An eligible manager who moves without a break in service to a Managerial Plan position from any other position in Minnesota State government, shall have his/her accumulated sick leave balance transferred. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be transferred in an amount equal to what the manager would have accumulated under this Plan.

An eligible manager who is appointed to a Managerial Plan position within four years from the date of separation in good standing from any other position in Minnesota State government shall have his/her sick leave balance restored provided that any manager being appointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours which were paid as severance. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be restored in an amount equal to what the manager would have accumulated under this Plan.

A manager who receives severance pay and returns to State service shall have his/her sick leave balance restored at 60% of the manager's first 900 hours of accumulated but unused sick leave plus 87.5% of the manager's accumulated but unused sick leave in excess of 900 hours. A manager may use the restored sick leave upon return to State service.

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

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

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

- illness or disability of the manager's family members or other dependents living in the same household as the manager or the manager's minor child whether or not the child lives in the same household;
- medical, chiropractic or dental care for the manager's spouse or dependent child living in the same household as the manager or minor child whether or not the child lives in the same household;

- with advance notice, the time necessary (including reasonable travel to and from the work site) to accompany the manager's parents to medical, chiropractic and dental appointments;
- birth or adoption of the manager's child, not to exceed five days;
- to arrange for necessary nursing care for members of the family, not to exceed five days;
- to attend the funeral of a close relative, stepchild, ward, or parent or grandparent of the spouse for a reasonable period of time, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

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

# 6

## *Other Leaves of Absence*

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

**Developmental Leave.** See Chapter 8, Management Development.

**Family and Medical Leave Act.** See Appendix K.

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

- Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the manager's State job. The manager shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any manager who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave, or leave of absence without pay unless, by mutual consent with the Appointing Authority, the manager is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- Jury duty leave for time to serve on a jury provided that when not impaneled for actual service or required by the Court to be present for potential selection for service, the manager shall report to work.
- Election Judge leave for purposes of serving as an Election Judge in any election. The manager must request the leave at least 20 calendar days in advance.
- Military leave in accord with M.S. 192.26 for members of the National Guard or military or naval reserves of this State or of the United States who are ordered or authorized by the appropriate authority to engage in active service or training. This leave shall be limited to 15 working days per calendar year. The manager must inform his/her Appointing Authority within seven calendar days of receiving notification of duty.
- Voting time leave in accord with M.S. 204C.04 for managers eligible to vote in a state primary election, a presidential primary election, a state general election, or an election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the morning of the election day.
- Emergency leave in the event of a natural or man-made emergency if determined by the Commissioner of Employee Relations, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the Commissioner of Employee Relations.
- Athletic leave in accord with M.S. 15.62, as amended in 1985 to prepare for and engage in world, Olympic, or Pan American games competition.
- Blood donation leave to donate blood at an onsite and Appointing Authority endorsed program.

- Transition leave, at the Appointing Authority's discretion, for a manager on notice of permanent layoff. This leave is limited to 160 hours, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and are not subject to the Application and Return provisions of this Chapter.
- Administrative leave, at the Appointing Authority's discretion, for a manager who has been involved in a critical incident, is being stalked or is the victim of domestic violence. Leave is limited to 30 calendar days unless the Commissioner of Employee Relations authorizes an extension of not more than 30 additional calendar days. It is the Appointing Authority's policy to return a manager to active service as soon as practical and prudent.
- Investigatory leave as provided in Chapter 10.
- Decision-making leave of one day, as provided in Chapter 10. The leave must be part of the discipline process and is for the purpose of making a decision about continued employment.

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

- Medical leave for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when a manager has exhausted his/her accumulation of sick leave due to an extended illness or injury.
- Leave to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. The leave shall begin on the date requested by the manager but no later than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the leave of absence. Sick leave or vacation used following the birth of the child will not have the effect of extending the six-month leave of absence. Upon request, the Appointing Authority may extend the leave up to a maximum of one year.
- Military leave in accord with 38 U.S.C.2024(d) for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the manager being permitted to return to the manager's position with such seniority, status, pay, vacation, and sick leave as such manager would have had if the manager had not been absent due to service under 2024(d). The manager must inform his/her Appointing Authority within seven calendar days of receiving notification of duty. See Chapters 4 and 5 regarding accrual of vacation and sick leave during an unpaid military leave. At the manager's request, he/she shall be allowed to supplement unpaid military leave with vacation leave, in accord with law. Any vacation leave used must have been accumulated prior to the start of the military leave.
- Military leave in accord with M.S. 192.261, subdivision 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to five years plus any additional time, in each case, as the manager may be required to serve pursuant to law. See Chapters 4 and 5 regarding accrual of vacation and sick leave during an unpaid military leave. At the manager's request, he/she shall be allowed to supplement unpaid military leave with vacation leave, in accord with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

- Political process leave in accord with M.S. 202A.135 and 202A.19, subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committees of a major political party if the manager is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the manager is a convention delegate or alternate, provided that the leave is requested ten days prior to the leave start date.
- Public office leave in accord with M.S. 43A.32, subdivision 2, for a manager in the classified service:
  - upon assuming an elected Federal or an elected State public office other than State legislative office; or
  - if elected to State legislative office, during times the Legislature is in session; or
  - upon assuming any other elected public office if, in the opinion of the Commissioner of Employee Relations, the holding of the office conflicts with the manager's regular State employment; or
  - at the manager's request upon filing as a candidate for any elected public office or any time during the course of the manager's candidacy.

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

- Salary savings leave provided that an Appointing Authority shall not hire a replacement for a manager on temporary leave. A manager on leave shall, if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the manager's return from leave.
- Personal leave for any reason for a period of up to one year subject to annual renewal at the Appointing Authority's discretion.
- Unclassified service leave in accord with M.S. 43A.07, subdivision 5, to allow a manager in the classified service to accept a position in the unclassified service.
- Elder care leave to care for or to arrange care for parents of the manager or the manager's spouse.
- Voluntary Service leave such as VISTA, Peace Corps, UNICEF, or International Red Cross for a period not to exceed four years.

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

**Return From Leave.** A manager returning from a leave of absence of two months or more shall notify his/her Appointing Authority at least two weeks prior to the intended date of return. A manager on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. A manager shall be entitled to return from an approved leave of absence to a vacant position in the same class and agency. If a vacant position in the manager's class is not available, the Appointing Authority may offer the manager a vacant position in a different class of comparable duties and pay for which s/he is qualified. If no vacant position is available and/or offered, the layoff provisions (including displacement rights) of Chapter 9 shall apply.

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

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

**Required Probationary Period.** A manager shall be required to complete a probationary period in order to attain permanent status in a class following unlimited appointment to a classified position except upon recall from a Managerial Plan Agency layoff list within two years of the date of layoff or if the probationary period is optional as provided below.

**Optional Probationary Period.** With written notice prior to the appointment date, a manager may be required by the Appointing Authority to serve a probationary period in order to attain permanent status in a class or agency after receiving any of the following types of appointments: reinstatement or reemployment, transfer to a new class within an agency or between agencies or jurisdictions, transfer within the same class between agencies or jurisdictions, voluntary demotion to a new class within an agency or between agencies or jurisdictions, or recall from a Managerial Plan Agency layoff list more than two years after the date of layoff.

**Length of Probationary Period.** Probationary periods shall normally be for a period of one year. An Appointing Authority may reduce the length of a manager's required probationary period to not less than six months, or a manager's optional probationary period to any lesser length, provided the manager has met the training requirements established in the Administrative Procedures and has demonstrated the ability to effectively perform the duties and responsibilities of the position. In such cases, the Appointing Authority shall provide written notice to the manager and the Commissioner of Employee Relations of the determination to grant permanent status prior to completion of the one year period.

If a manager has not met the training requirements established in the Administrative Procedures, the Appointing Authority may extend the probationary period for up to one additional year. The extension of a probationary period is not subject to the dispute resolution procedure of Chapter 11. A manager whose probationary period is extended in accord with this paragraph shall be provided with written notice of the length of the extension by the Appointing Authority prior to the end of the probationary period.

An Appointing Authority may extend a manager's probationary period for up to six additional months if the extension is desirable for reasons such as unanticipated change in the program or duty assignment or substantial change in performance. In such cases, the Appointing Authority shall provide the manager with written notice of the length of the extension prior to the end of the probationary period.

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

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

**Failure to Attain Permanent Status.** A manager serving an initial probationary period may be terminated by the Appointing Authority at any time during the probationary period and shall have no further rights to State employment. A manager, who has attained permanent status in another class and/or agency and who is notified by the Appointing Authority that s/he will not be certified to permanent status in the new class and/or agency, shall be returned to a vacant position in the class and agency in which the manager served immediately prior to appointment to the new class and/or agency. Managers who promote or transfer to a different agency prior to completion of their probationary period and are notified by the new Appointing Authority that they will not be certified to permanent status, shall be returned to a vacant position in the former agency (and class, if different) and resume the probationary period at the point it was interrupted. For managers who previously had either permanent or probationary status in another class and/or agency, return to a vacancy is subject to applicable provisions of collective bargaining agreements and plans. If there is no vacancy, the layoff provisions (including displacement rights) of the collective bargaining agreement or plan applicable to the former class and/or agency shall be applied.

**Position Descriptions and Performance Objectives.** Every manager shall develop, with assistance from his/her supervisor, a position description and performance goals or objectives that reflect his/her duties and incorporate the expectations of the Appointing Authority. The position description and performance objectives for a probationary manager shall be developed no later than the manager's mid-probationary appraisal. A permanent manager's position description and performance objectives shall be reviewed with the manager at least once a year and, if necessary, rewritten after the manager's annual appraisal or whenever there is a substantial change in duties, and at least every three years.

**Performance Appraisal.** A probationary manager shall participate in a performance counseling review at the midpoint and end of the probationary period. Performance appraisals for permanent managers shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, a manager shall receive a copy of a written appraisal and shall have the opportunity to review and comment in writing on the performance rating and to sign the appraisal as indication of having read the appraisal, participated in the appraisal process, and had the opportunity to make comment. In addition to performance goals and objectives, the performance appraisal of the manager shall consider contributions to overall management goals in the areas of employee development, health and safety, and affirmative action. Performance ratings may be appealed to the Appointing Authority as provided by Administrative Procedure 20.

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

**Required Education.** Newly appointed managers in the classified service must participate in developmental activities in accord with Administrative Procedure 21 in order to attain permanent status in managerial classes.

**All Other Education.** All managers are expected to participate in training and development activities on an on-going basis. Within the limits of available time and resources, training and development opportunities shall be made available to the manager. As a first priority, the manager's supervisor and the Appointing Authority shall make a reasonable effort to help the manager address the developmental needs established in the Individual Development Plan by providing release time and/or payment for enrollment in State-sponsored or approved courses and enrollment in seminars and courses at educational institutions, in accord with Administrative Procedures and this Chapter.

A manager may also request to attend a specific development activity. If, in the judgment of the Appointing Authority, the requested college course or professional workshop, seminar, conference, or other development activities, i.e., task force, special assignments, mobility, etc. will better prepare a manager to perform his/her current or projected responsibilities and if staffing needs and budgetary resources permit, the Appointing Authority may provide release time and/or reimbursement in accord with Administrative Procedure 21 and Chapter 14. Managers must successfully complete the development activity to be eligible for reimbursement.

**Membership in Professional Organizations.** In each fiscal year, the Appointing Authority may authorize payment for a manager of full or partial costs of membership dues paid to professional organizations related to the manager's job provided that the organization offering the membership does not directly influence agency policies, exist primarily for social reasons, have as its primary purpose the advancement of individual manager interests, or restrict membership on the basis of sex, race, or religion. The manager may attend meetings and seminars of professional organizations during work hours if the amount of time required is reasonable, the Appointing Authority approves such attendance as related to the work assignment, and staffing requirements permit. The manager may hold office in professional organizations if s/he receives no stipend or direct payment other than expense reimbursement from the organization.

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

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

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

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

# 9

## ***Seniority, Layoff, Recall, Termination of Unclassified Appointment, and Reemployment***

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**Application of Seniority.** All managers working in unlimited appointments in classified positions covered by this Plan shall accrue seniority as outlined below to be applied by the Appointing Authority in determining their relative positions for retention when a layoff occurs. Upon a manager's request, an Appointing Authority shall provide the manager with full information regarding his/her seniority.

**Computation of Seniority.** Seniority shall be calculated by class and shall include:

- all time since the last date of appointment to unlimited status in the class through appointment from an eligible list or appointment in accord with M.S. 43A.15, subdivisions 4, 5, 6, 7, 8, 11, 12, 14, or 15;
- all time served in unlimited appointments in higher or comparably paid classified positions determined by the Commissioner of Employee Relations to be related to the current class provided that the manager has not had a break in employment; and except that for managers whose positions are reallocated to a lower or equal class after January 1, 1980, seniority shall include service in the class from which they were reallocated regardless of whether or not the higher or equal class is related to the class to which reallocated;
- all time during which a manager is in layoff status or is on an approved leave of absence provided that the manager returns to State service upon recall or expiration of an approved leave. Effective July 1, 1996, if the manager is on an approved leave of absence to an unclassified position, the manager may only accrue seniority in the classification of the position from which the manager is on leave if the manager has achieved permanent status in that class. For the purposes of accruing seniority while on an unclassified leave, a manager's probationary period in that class where applicable, must be at least six months long.

For employees returning to the Managerial Plan through outside layoff, time in higher or comparably paid related positions under another plan or collective bargaining agreement will not be included in seniority until the employee returns to a Managerial Plan position. The manager may use only seniority previously accrued under this Plan to bump into a Managerial Plan position from a position under another plan or collective bargaining agreement.

**Ties in Seniority.** When two or more managers have equal seniority based on the above computation, ties shall be broken in favor of the manager with the highest most recent annual performance rating and, if a tie still exists, in favor of the manager with the longest length of continuous employment with the State since the last date of hire.

**Layoff.** A permanent or probationary classified manager may be laid off because of abolition of the manager's position, shortage of work or funding, a management-imposed reduction in a full-time manager's normal work hours which continues longer than two consecutive weeks, ineligibility for appointment to a reclassified position, or other reasons outside the manager's control. Any manager who has voluntarily requested and received Appointing Authority approval to reduce his/her work hours shall not be considered to have been laid off.

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

- Step 1: Determine which position is to be eliminated.
- Step 2: To avert a layoff, reassign the manager occupying the position to be eliminated to any vacancy the Appointing Authority determines to fill in the same class, agency, and employment condition and within 35 miles of the position which is to be eliminated unless the manager is determined to be not qualified for the position by the Commissioner of Employee Relations. The Appointing Authority shall terminate any provisional manager working in an unlimited position covered by this Plan in the class, agency, and employment condition within 35 miles of the position which is being eliminated and shall reassign the manager whose position is being eliminated to the resultant vacancy before effecting a layoff.
- Step 3: If a layoff cannot be averted through the reassignment procedures of Step 2, notify the incumbent of the position to be eliminated in writing at least three weeks prior to the effective date of a layoff. The notice shall state the reasons for the layoff action, the effective date of the layoff, and the estimated length of the layoff period. It shall also offer the opportunity to discuss options available to the manager in lieu of layoff. At the Appointing Authority's discretion, a manager on notice of permanent layoff may be granted a Transition Leave as provided in Chapter 6. An Appointing Authority is encouraged to notify all other managers who potentially may be displaced as a result of the elimination of this position.

**Options to Managers Notified of Layoff.** A manager notified of layoff shall have the options described below. Managers may only bump within the same employment condition, but may be offered vacancies in a different employment condition. However, a manager's refusal to accept a vacancy in a different employment condition shall not result in the forfeiture of other layoff options. Before displacing another manager, the manager must accept a vacancy in the same class, and employment condition if the vacancy is within 35 miles of the manager's current work location. Any manager choosing to displace another manager must have greater seniority than the manager who is to be displaced. The manager may:

- Option 1: Accept the layoff.
- Option 2: Unless determined by the Commissioner of Employee Relations to be not qualified for the affected position, choose to displace the least senior manager within 35 miles who is in the same agency and who is in:
  - (a) the same class and employment condition; or if the same class is not available,
  - (b) any comparable or lower class in which the manager previously served in order of previous service.
- Option 3: If offered by the Appointing Authority, accept a vacancy in the same agency and same class or any comparable or lower class for which the manager is determined qualified by the Commissioner of Employee Relations.
- Option 4: Displace the least senior manager in the same agency and employment condition and in the same class or any comparable or lower class in which the manager previously served in order of previous service (i.e., with no 35 mile restriction) unless determined not qualified for the position by the Commissioner of Employee Relations.

In determining whether the manager is qualified for a position, the Commissioner of Employee Relations shall consider any recommendation made by the Appointing Authority.

**Return Through Outside Layoff.** If the following conditions are met, the Appointing Authority shall allow an agency employee to return to a position covered by this Plan:

The employee previously had permanent or probationary classified status in a position (other than an insufficient work time position) covered by this Plan; and

The employee currently has permanent or probationary classified status in a higher or equal class; and

The employee has received notice of permanent layoff and has exhausted all vacancy and bumping options available under the layoff provisions of the plan or collective bargaining agreement covering him/her for purposes of layoff; and

That plan or collective bargaining agreement includes a provision allowing the return of managers laid off under the Managerial Plan.

If all of these are met, the Appointing Authority shall allow the employee to exercise any of the options listed above, under the conditions specified there. In addition, before displacing another manager, the employee must accept a vacancy in an equal class for which the Employer has determined him/her qualified, within the same employment condition and within 35 miles of the manager's current work location. Also see "Computation of Seniority" for information on calculating the employee's seniority for bumping.

**Managerial Plan Layoff List.** Managers who have been laid off, accepted demotions in lieu of layoff, or been demoted to positions reallocated downward shall have their names placed in order of seniority on the Managerial Plan Agency layoff list for the class, agency, and location from which they were laid off or demoted. Such managers may indicate in writing other locations for which they are available and may change their availabilities by notifying the Department of Employee Relations in writing. Names shall remain on the Managerial Plan Agency layoff list for one year or for a period of time equal to the manager's length of continuous State employment to a maximum of five years unless removed under the provisions of this Chapter.

**Recall.** Managers shall be recalled to positions in the class and agency from which they were laid off or demoted in the order in which their names appear on the Managerial Plan Agency layoff list unless the manager is determined by the Commissioner of Employee Relations to be not qualified for the position. In determining whether the manager is qualified for the position, the Commissioner of Employee Relations shall consider any recommendation made by the Appointing Authority. In the absence of a Managerial Plan Agency layoff list, the Appointing Authority shall give first appointment consideration to managers on layoff whose names appear on the reemployment list for the class. The Managerial Plan Agency layoff list for a class shall be used prior to the use of other eligible lists.

**Removal from Layoff List.** The names of managers shall be removed from the Managerial Plan Agency layoff list for any of the following reasons:

- Failure to accept recall from the layoff list to a position which matches the availabilities specified by the manager.
- Unlimited appointment to a classified position in a class comparable to or higher than the one from which the manager was laid off or demoted. A manager who is non-certified in such a position may request that this/her name be restored to the layoff list for the time remaining. Requests may be made in writing to the Department of Employee Relations.

- Expiration of the term of eligibility specified above.
- Termination from State service.

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

**Reemployment List.** The Commissioner of Employee Relations shall establish reemployment lists by class, affording equal standing to all persons on each list available for the location and employment condition of the vacancy.

A manager who has been laid off, accepted a demotion in lieu of layoff, or been demoted to a position reallocated downward may have his/her name placed on reemployment lists for all classes in which s/he previously held probationary or permanent classified status by making a written request to the Commissioner of Employee Relations. The manager shall indicate the locations and employment conditions for which s/he will accept employment and may change availabilities by written notice to the Commissioner of Employee Relations.

**Administration of Discipline.** An Appointing Authority shall make reasonable effort to discuss with the manager any performance problem which may lead to disciplinary action and to assist the manager in eliminating problem areas before disciplinary action becomes necessary. In the case of a permanent manager, disciplinary action may be taken only for just cause as provided in M.S. 43A.33, subdivision 2, which shall include failure to maintain any license required in the position. For all managers, disciplinary action should be taken only for reasons which are communicated clearly to the manager.

For managers with permanent status, discipline may include, in any order, only the following: oral reprimand, written reprimand, decision-making leave, suspension (paid and unpaid), demotion, and/or discharge. For managers without permanent status, discipline may include any of the preceding, except discharge.

For information regarding termination of managers serving an initial probationary period, see Chapter 7 (Probationary Period). For information regarding the termination of managers in unclassified, temporary or emergency appointments, see Chapter 9 (Seniority, Layoff, Recall, Termination of Unclassified Appointment, and Reemployment).

#### **Forms of Discipline:**

- A) **Oral Reprimand.** An oral reprimand should be so identified and should be administered in private.
- B) **Written Reprimand.** A written reprimand should be clearly identified as such, and should specify reasons for the action. Changes expected and necessary to correct the deficiency should be clearly outlined.
- C) **Decision-making Leave.** Decision-making leave is time away from work with pay for one day when other forms of counseling and/or discipline have failed to correct performance or other issues with the manager. Prior to placing the manager on decision-making leave, the supervisor shall meet with the manager to discuss the performance and other issues, as well as previous attempts to bring the manager into compliance. The assignment for the manager while on decision-making leave is to decide if s/he wants to continue working for the agency and adhere to the performance or other standard. The manager shall return from leave with a decision to solve the immediate problem and make a commitment to adhere to the performance or other standard. Failure of the manager to adhere to the standard following return from leave may result in additional discipline, up to and including discharge.
- D) **Paid or Unpaid Suspension or Demotion.** Such disciplinary actions require written notice, no later than the effective date of the action. The notice should include the following:
  - (1) nature of the disciplinary action;
  - (2) specific reasons for the action;
  - (3) effective date of the action;
  - (4) statement of the manager's right to reply in writing to the Appointing Authority or designee within five working days of receipt of the notice; and

- (5) a) in the case of a manager with permanent status (i.e., not serving an initial probationary period or an unclassified manager on leave from the classified service), a statement of the manager's right to appeal as provided in M.S. 43A.33, subdivision 3(a) (see Appendix H) and the Dispute Resolution Procedure provided in Chapter 11;
- b) in the case of all other managers, a statement of the manager's right to appeal through Step 3 of the Dispute Resolution Procedure described in Chapter 11.

A copy of the notice and the manager's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Employee Relations within 10 calendar days of the effective date of discipline.

E) **Discharge of a Permanent Classified Manager.** Discharge requires a written notice, no later than one day prior to effective date of discharge. The notice of discharge shall include the following:

- (1) nature of the disciplinary action;
- (2) specific reasons for the action;
- (3) effective date of the action;
- (4) statement of the manager's right to request an opportunity to hear an explanation of the evidence against him/her, and to present his/her side of the story while still in pay status, and notice that this right expires at the end of the next scheduled day of work after the notice of discharge is delivered unless the manager and the Appointing Authority agree otherwise; if the manager was not in pay status at the time of the notice, the requirement to be in pay status does not apply;
- (5) statement of the manager's right to reply in writing within five working days of receipt of the notice to the Appointing Authority or designee regardless of whether the manager chooses to exercise his/her rights in (4) above; and
- (6) statement of the manager's right to appeal as provided in M.S. 43A.33, subdivision 3(a) and the Dispute Resolution Procedure provided in Chapter 11.

A copy of the notice and the manager's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Employee Relations within 10 calendar days of effective date of discipline.

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

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

**Application.** This Chapter covers resolution of disputes concerning interpretation and application of the Managerial Plan, disciplinary action as defined in Chapter 10, and non-certification of probationary managers. If a manager/former manager pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference law), the manager/former manager is precluded from making an appeal under this dispute resolution process.

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

**Non-Disciplinary Issues.** The Appointing Authority shall adopt procedures for resolution of disputes concerning interpretations and applications for which the Appointing Authority has discretion under this Plan. Decisions reached through such procedures are not appealable to the Commissioner of Employee Relations. Disputes concerning other interpretations and applications of the Managerial Plan, including the computation of seniority, but excluding disciplinary action, are appealable through Step 3a of the Dispute Resolution Procedure below.

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

#### **Disciplinary Actions, Other Than Discharge.**

Oral reprimands are not appealable.

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

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

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

**Discharge.** Managers with permanent status may appeal a discharge under the provisions of M.S. 43A.33, subdivision 3(a) and 4, described in Step 3b below. Managers are encouraged to use the Dispute Resolution Procedure through Step 2 below while appealing under the provisions of M.S. 43A.33, subdivisions 3(a) and 4.

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

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

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

**Step 3a:** The manager may appeal the decision of the Appointing Authority or his/her designee in writing to the Commissioner of Employee Relations within seven calendar days after the Appointing Authority or designee has given an answer. The Commissioner of Employee Relations shall consider the information presented by the manager and the Appointing Authority and shall make a decision within 14 calendar days. The Commissioner of Employee Relations may decide to hold a hearing to discuss the dispute. The Commissioner's decision shall be final.

**Step 3b:** A permanent status manager may appeal an unpaid suspension, demotion (other than one resulting from non-certification) or discharge at any step of the Dispute Resolution Procedure to the Office of Administrative Hearings as provided under M.S. 43A.33, subdivisions 3(a) and 4 (see Appendix H).

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

**Authorization of Payment.** Any resolution of a dispute that results in a payment to a manager must be approved by the Commissioner of Employee Relations as provided in M.S. 43A.04, subdivision 6.

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

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

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

- A. **Managers - Basic Eligibility.** Managers may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: emergency, or temporary, or intermittent managers.
- B. **Managers - Special Eligibility.** The following managers are also eligible to participate in the Group Insurance Program:
1. **Managers with a Work-related Injury/Disability.** A manager who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a manager receives workers' compensation payments or while the workers' compensation claim is pending.
  2. **Totally Disabled Managers.** Consistent with M.S. 62A.148, certain totally disabled managers may continue to participate in the Group Insurance Program.
  3. **Retired Managers.** A manager who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

Consistent with M.S. 43A.27, subdivision 3, a retired manager from State service who receives an annuity under a State retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

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

2. **Children and Grandchildren.** An eligible manager's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status, who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the manager for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the manager's prior Employer.

"Dependent Child" includes a manager's: (1) biological child, (2) child legally adopted by or placed for adoption with the manager, (3) foster child, and (4) step-child. To be considered a dependent child, a foster child must be dependent on the manager for his/her principal support and maintenance and be placed by the court in the custody of the manager. To be considered a dependent child, a step-child must maintain residence with the manager and be dependent upon the manager for his/her principal support and maintenance.

"Dependent Grandchild" includes a manager's: (1) grandchild placed in the legal custody of the manager, (2) grandchild legally adopted by the manager or placed for adoption with the manager, or (3) grandchild who is the dependent child of the manager's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent upon the manager for principal support and maintenance and live with the manager.

If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried managers who share legal responsibility for their eligible dependent children or grandchildren.

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

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

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

- A. **Full Employer Contribution - Basic Eligibility.** The following managers covered by this Plan receive the full Employer Contribution:

1. Managers who 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.
  2. Managers who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal managers serving on less than a seventy-five (75) percent basis.
- B. **Partial Employer Contribution - Basic Eligibility.** The following managers covered by this Plan receive the full Employer Contribution for basic life coverage, and at the manager's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for both employee only and dependent coverage.
1. **Part-time Managers.** Managers who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.
  2. **Seasonal Managers.** Seasonal managers who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.
- C. **Special Eligibility.** The following managers also receive an Employer Contribution:
1. **Managers on Layoff.** A classified manager who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently laid off, remains eligible for an Employer Contribution and all other benefits provided under this Chapter for an extended benefit eligibility period of six (6) months from the date of layoff. Rehire to a non-certified or temporary position will not extend this period. In no event shall the Employer Contribution continue beyond the date at which the manager reaches the age of 65.
  2. **Work-related Injury/Disability.** A manager who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such a manager receives workers' compensation payments. If such manager ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Chapter 6, s/he shall be eligible for an Employer Contribution during that leave.
- D. **Maintaining Eligibility for Employer Contribution.**
1. **General.** A manager who receives a full or partial Employer Contribution maintains that eligibility as long as the manager meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one full working day during each payroll period. This requirement does not apply to managers who receive an Employer Contribution while on layoff as described in Section 3C1, or while eligible for workers' compensation payments as described in Section 3C2.
  2. **Unpaid Leave of Absence.** If a manager is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the manager on a State payroll for one (1) working day per pay period.

3. **School Year Employment.** If a manager 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 manager shall nonetheless remain eligible for an Employer Contribution, provided that the manager appears on the regular payroll for at least one working day in the payroll period immediately preceding such absences.
4. A manager who is on an approved FMLA leave or on a salary savings leave as provided elsewhere in this plan maintains eligibility for an Employer contribution.

**Section 4. Amount of Employer Contribution.** For managers eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2004. The Employer Contribution amounts and rules in effect on June 30, 2003 will continue through December 31, 2003.

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

1. **Manager Coverage.** For manager health coverage, the Employer contributes an amount equal to one hundred (100) percent of the manager-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the 2004 and 2005 plan years, the Employer contributes an amount equal to the lesser of eighty five (85) percent of the dependent premium of Advantage.

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

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

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

**D. Contribution Formula – Employer Costs.** The Employer contribution for the State Employee Group Insurance Program provided by the Employer for the 2006-2007 insurance years must not exceed in either year the amount the Employer paid for insurance in calendar year 2005 in the event the terms and conditions for the 2006-2007 SEGIP are not established in time for the 2006 insurance year open enrollment. The 2005 State plan design would remain in force until a new plan design is approved.

**Section 5. Coverage Changes and Effective Dates.**

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

1. **Newly Hired Managers.** A manager hired into an insurance eligible position must make his/her benefit elections by their initial effective date of coverage as defined in this Chapter, Section 5C. Insurance eligible managers will automatically be enrolled in basic life coverage. If managers eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the manager's residence at the beginning of the insurance year.
2. **Eligibility Changes.** Managers who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If managers do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the manager's residence at the beginning of the insurance year.

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

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

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

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

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

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

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

- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
  - c. A change in employment status of the manager, or the manager's or retired manager's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salaried) of the manager, the manager's or retired manager's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
  - d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.
  - e. A change in the place of residence of the manager, retired manager or their spouse or dependent.
  - f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
  - g. Family Medical Leave Act (FMLA) leave.
  - h. Judgments, decrees or orders.
  - i. A change in coverage of a spouse or dependent under another Employer's plan.
  - j. Open enrollment under the plan another Employer.
  - k. Health Insurance and Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
  - l. A COBRA-qualifying event.
  - m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
  - n. Entitlement to Medicare or Medicaid.
  - o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
3. **Canceling Manager Coverage.** A part-time manager may also cancel manager coverage within sixty (60) days of when one of the life events set forth above occurs.
4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible manager or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible manager status.

C. **Effective Date of Coverage.**

1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the thirty-fifth (35<sup>th</sup>) day following the manager's first day of employment, re-employment, re-hire, or reinstatement with the State. The initial effective date of coverage for a manager whose eligibility has changed is the date of the change. A manager must be actively at work on the initial effective date of coverage, except that a manager who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a manager's dependent's coverage become effective before the manager's coverage.

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

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

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

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

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

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

D. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Plan, and for dental coverage in the first year of this Plan. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of this Plan. Open enrollment changes become effective on January 1 of each year of this Plan. Subject to a timely plan settlement, the Employer shall make open enrollment materials available to managers at least thirty (30) days prior to the start of the open enrollment period.

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

2. **Eligibility to Participate.** A manager eligible to participate in the State Employee Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in Section 5E1 above, make certain changes: (1) a former manager or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active managers; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active managers, but may not add dependent coverage.
  3. **Materials for Manager Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible managers the information necessary to make open enrollment selections. Managers will be provided a statement of their current coverage each year of the plan.
- E. **Coverage Selection Prior to Retirement.** A manager who retires and is eligible to continue insurance coverage as a retired manager may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The manager may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

## **Section 6. Basic Coverages.**

### **A. Manager and Dependent Health Coverage.**

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2003 through December 31, 2003, health coverage under the SEGIP will continue at the level in effect on June 30, 2003. Effective January 1, 2004, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.
  - a. **Benefit Options.** Managers must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the manager.
    - 1) **Plan Administrator.** Managers must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the manager.

- 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Managers and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Managers and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
  
- 3) **Primary Care Clinic.** Managers and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the manager. Managers and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

4) **Advantage Benefit Chart for Services Incurred During Plan Years 2004 and 2005.**

<u>2004-2005 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$30/\$60	\$80/\$160 in 2004 \$100/\$200 in 2005	\$280/\$560	\$500/\$1000
Office visit copay (copay waived for preventive services)	\$15	\$20	\$20	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Emergency room copay	\$50	\$50	\$50	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Facility copays <ul style="list-style-type: none"> <li>• Per inpatient admission</li> <li>• Per outpatient surgery</li> </ul>	\$50 \$25	\$150 \$75	\$400 \$150	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services <u>NOT</u> subject to copays	0% (100% coverage after payment of deductible)	0% (100% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	30% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	30% for all services to OOP maximum after deductible
Copay for formulary/ non-formulary prescription drug plan	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$600/\$1,200- in 2004 \$650/\$1,300 in 2005			
Maximum non-drug out-of-pocket limit (S/F)	\$800/\$1,600 in 2004 \$1,000/\$2,000 in 2005			

- b. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- c. **Services not requiring authorization by a primary care physician within the primary care clinic.**
- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
  - 2) **Outpatient emergency and urgent center services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgent center copay is the same as the primary care clinic office visit copay.
  - 3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.
  - 4) **Ambulance.** The deductible and coinsurance for services not subject to copays applies.
- d. **Prescription drugs.**
- 1) **Copayments and annual out-of-pocket maximums.**  
For each year of the contract:  
  
Formulary copayment: Fifteen dollar (\$15) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.  
  
Non-formulary copayment: Thirty dollar (\$30) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.  
  
Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of six hundred dollars (\$600) per person or one thousand two hundred dollars (\$1,200) per family in 2004 and six hundred fifty dollars (\$650) per person or one thousand three hundred dollars (\$1,300) per family in 2005.
  - 2) **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.

- 3) **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
  - 4) **Special Coverage for “Grandfathered Diabetic Group”.** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the “Grandfathered Diabetic Group”), diabetic supplies are covered as follows:
    - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.
- e. **Special Service networks.** The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
- 1) Mental health services – inpatient or outpatient.
  - 2) Chemical dependency services – inpatient and outpatient.
  - 3) Chiropractic services.
  - 4) Transplant coverage.
  - 5) Cardiac services.
  - 6) Home infusion therapy.
  - 7) Hospice.
- f. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage.** If these individuals use the plan administrator’s national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “h” below. All terms and conditions outlined in the Summary of Benefits will apply.
- g. **Children living with an ex-spouse outside the service area of the manager’s plan administrator.** Covered children living with former spouses outside the service area of the manager’s plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator’s national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “h” below.

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

  - 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
  - 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
- i. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum.

  - 1) **Plan Year 2004.** Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.
  - 2) **Plan Year 2005.** Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand dollars (\$1,000) per person or two thousand dollars (\$2,000) per family.
- 3. **Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the 2005 insurance year shall be negotiated in accordance with the following procedures:

  - a. At least twelve (12) weeks prior to the open enrollment period for the 2005 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
  - b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2004 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.  
  
Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.
  - c. The decision of the neutral shall be issued within two (2) working days after the hearing.

4. **Coordination with Workers' Compensation.** When a manager has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the manager's health plan, pursuant to M.S. 176.191, Subdivision 3.
5. **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist managers and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
  - a. **Develop programs.**
    - 1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.
    - 2) The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Chapter.
  - b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State managers and their dependents.
  - c. **Manager participation.** The Employer will assist managers' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the manager's absence and the availability of funds. Managers are eligible for release time, tuition reimbursement, or a pro rata combination of both. Managers may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Managers may be granted release time, including the travel time, in lieu of reimbursement.
  - d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for managers who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

**B. Manager and Family Dental Coverage.**

1. **Coverage Options.** Eligible managers may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans.
2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:
  - a. **Copayments.** Effective January 1, 2004, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventative services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan basic and special services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual Maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia Lifetime Maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

## C. Income Protection Plan.

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

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

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

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

The disability benefit, after the elimination period, is sixty (60) percent of a manager's salary to a maximum of \$5,000/month.

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

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

The disability benefit, after the elimination period, is sixty (60) percent of a manager's salary to a maximum of \$5,000/month.

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

2. **Extended Benefits.** A manager who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.
3. **Additional Death Benefit.** Managers who retire on or after July 1, 1985, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the manager, if at the time of death the manager is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of a manager who becomes totally and permanently disabled on or after July 1, 1985, 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 7. Optional Coverages.

### A. Life Coverage.

1. **Manager.** A manager may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new manager may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Chapter, Section 5C without evidence of insurability. A manager who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Chapter.
2. **Spouse.** A manager may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new manager may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Chapter, Section 5C without evidence of insurability. A manager who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Chapter.
3. **Children/Grandchildren.** A manager may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Chapter). For a new manager, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Chapter, Section 5C. A manager who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Chapter. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Accelerated Life.** The additional manager, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event a manager becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the manager had at the time of disability.
6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a manager who has carried optional life insurance for the five (5) consecutive years immediately preceding the date of the manager's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional manager life insurance in force during that five (5) year period. The manager's post-retirement death benefit shall be effective as of the date of the manager's retirement or the manager age sixty-five (65), whichever is later. Managers who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional manager life insurance to age sixty-five (65) in order to remain eligible for the manager post-retirement death benefit.

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

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

**B. Disability Coverage.**

1. **Short-term Disability Coverage.** An employee who carries short-term disability and is promoted to a managerial position may continue the coverage in force at that time. The manager may decrease or cancel the coverage, but may not increase the coverage.
2. **Long-term Disability Coverage.** An employee who is promoted to a managerial position is eligible for long-term disability coverage only through the Income Protection Plan.

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

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

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

**Salary Ranges.** Each classified position is assigned, and each unclassified position is compared, to a specific job class at the time a position is established. Each class, except those for which a salary rate or range is established by law, shall be assigned to a salary range as indicated in Appendices D and E. The Commissioner of Employee Relations may reassign or recompare positions to different classes and may reassign classes to different salary ranges.

**Salary Rates and Limits.** The salary rate for each manager shall be set by the Appointing Authority within the limits of the salary range to which the manager's class is assigned, subject to the limitations of Personnel Rule 3900.2100 and this Chapter. A manager's initial salary rate may not exceed the first quartile of the range, unless there is specific approval with written findings for a higher rate approved by the Commissioner of Employee Relations. This approval authority may not be delegated to another agency. A manager's salary rate may not exceed the range maximum except as provided in this Chapter or by law. The actual salary established by the Governor for an agency head listed in M.S. 15A.0815 shall serve as the upper limit of compensation for all managers in that agency. The total annual salary paid to a manager plus any lump sum payments may not exceed the upper limit of compensation. The Commissioner of Employee Relations may grant an exemption not to exceed the manager's salary range maximum or 120% of the agency head's salary whichever is less as provided by M.S. 43A.17, subdivision 3.

**Hiring Incentive.** At the written request of the Appointing Authority and with the approval of the Commissioner of Employee Relations, an agency may offer a hiring incentive of up to \$5,000 to a candidate accepting appointment in a difficult to fill position where an incentive is necessary to attract a qualified individual. The Appointing Authority shall determine the amount of the incentive, not to exceed \$5,000, and the timing of incentive payments and communicate them to the candidate in writing prior to the appointment. However, no incentive payment may be granted before six months or later than 24 months of continuous satisfactory employment in the hiring agency.

**Salary Ranges.** The salary ranges effective July 1, 2003, are as shown in Appendix E.

**Performance-Based Salary Increases.** Effective January 1, 2004 and January 1, 2005, a manager may be granted one salary increase of up to 2.75% if the Appointing Authority certifies that the manager has achieved performance standards or objectives. The Appointing Authority may select the effective date of the increase. The salary increase may be in the form of an adjustment to the manager's base salary rate, a lump sum or a combination of both but shall not result in a base salary rate above the maximum of the salary range for the classification. Managers whose salaries are at or over the range maximum are not eligible for lump sum increases.

The Appointing Authority may withhold part or all of the salary increase because of performance, budget constraints, or to realign internal salary relationships.

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

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

Expenditures for such programs are at the discretion of the Appointing Authority and subject to the availability of funds. All expenditures shall be in the form of lump sum payments and shall not be incurred as a continuing obligation. The total expenditure for these programs in each fiscal year is limited to no more than \$500 times the number of eligible managers actively employed or on leave and vacancies the Appointing Authority is actively trying to fill on July 1 of the fiscal year. In agencies with three or fewer eligible managers, the total expenditure is limited to no more than \$1,500 in each fiscal year. Payments made under this section shall be effective no later than the last full payroll period in June.

**CPA Incentive for Managers of the Office of the Legislative Auditor.** Dependent upon the availability of funds and the operational needs of the Office of the Legislative Auditor, the Appointing Authority may provide a lump sum payment of \$1,000 to Legislative Audit Managers who pass all four parts of the CPA examination. For Legislative Audit Managers who remain employed with the Office of the Legislative Auditor for one year following the date on which they receive notice of passing all four parts of the CPA examination, the Appointing Authority may provide an additional lump sum payment of \$1,000.

**Salary on Class Change.** Movement between classes is defined as a promotion, transfer, or demotion in accord with Administrative Procedure 15.6.

**Salary on Promotion.** Upon promotion, a manager shall receive a rate of pay within the salary range for the new class. An Appointing Authority may grant a salary increase of up to 10% or to the first quartile of the new salary range, whichever is greater. An Appointing Authority may grant a larger increase with advance approval from the Commissioner of Employee Relations based on specific written findings supporting a higher salary. No promotional increase shall be granted which would place a manager's rate of pay above the salary range maximum.

If a manager is promoted in accord with M.S. 43A.15, subdivision 5, any increase shall be effective 15 calendar days after receipt in the Department of Employee Relations or an agency human resource office with delegated authority of a request determined by the Department of Employee Relations or the delegated authority to be properly documented and shall continue from that date until the effective date of the appointment. This paragraph does not apply to reallocations resulting from a classification study which includes some or all positions in a class or class series. The Commissioner of Employee Relations or an agency human resource office with delegated authority shall determine when such payment is appropriate. The provisions of this paragraph shall also apply to the incumbents of unclassified positions which are recompared to higher classes.

**Salary on Transfer.** A manager's salary rate shall not be changed upon transfer, except for any increase required to pay the manager at the minimum of the new range or unless the manager voluntarily chooses to accept a lower rate of pay.

**Salary on Demotion for Other Than Cause.** Upon demotion, a manager's current rate of pay shall remain the same if the rate falls within the new salary range unless the manager voluntarily chooses to accept a lower rate of pay. If the current rate of pay exceeds the maximum of the new range, it shall be reduced to the maximum of the new range unless a) the manager agrees to accept a lower salary rate or b) the demotion is the result of a reallocation to a lower class or c) the demotion is the result of a recomparison of an unclassified position to a lower class as the result of a gradual change in assigned duties or d) the Commissioner of Employee Relations approves a request from the Appointing Authority to pay a rate which exceeds the maximum under the provisions of M.S. 43A.17, subdivision 5.

**Salary on Demotion for Cause.** Upon demotion, a manager shall receive a salary rate within the range for the class to which the manager is demoted.

**Salary on Salary Range Reassignment.** Managers in classifications reassigned upward by one or more salary ranges shall be eligible for salary increases effective with the date of the reassignment. The amount of the salary increase shall be determined by the Appointing Authority but shall not exceed the percentage increase in the salary range maximum resulting from the reassignment and managers' new rates may not exceed the new salary range maximum.

Managers in classifications reassigned downward by one or more salary ranges will retain their current rate of pay.

**Salary on Return From Leave of Absence.** An employee returning from an unpaid leave of absence shall return to the same rate of pay he/she had been receiving at the time the leave commenced or at a higher rate with the approval of the Commissioner of Employee Relations.

**Salary on Failure to Attain Permanent Status.** If a probationary manager fails to attain permanent status in a new class and is returned to his/her former class or a comparable class, the manager's rate of pay shall be adjusted to the rate s/he would be earning had s/he remained in the former class.

**Work Out of Class Pay.** If a manager is assigned in accord with Administrative Procedure 17.1 to perform substantially all of the duties of a temporarily unoccupied position assigned to a class which is a promotion and the assignment exceeds 10 consecutive work days, the manager shall receive a salary increase for the assignment in accord with the provisions of "Salary on Promotion" above. A manager working out of class in a class which is a transfer or demotion shall receive no salary adjustment.

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

- retirement following 10 or more years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- death;
- layoff other than seasonal;
- separation other than discharge following 20 or more years of continuous State employment;
- separation other than discharge following 10 or more years of continuous State employment in managerial positions; or
- separation following 5 or more years of continuous State employment as a manager in the unclassified service.

Severance pay shall be a sum equal to the manager's regular rate of pay at the time of separation multiplied by 40% of the manager's first 900 hours of accumulated but unused sick leave and 12.5% of the manager's hours in excess of 900.

The Appointing Authority shall pay the severance described above to an individual Minnesota State Retirement System Health Care Plan account, for any manager who separates from State employment with 10 or more years of continuous State service and who is eligible to receive severance pay for reasons other than layoff and death. Managers receiving severance pay who do not qualify for payment to a Health Care Plan account or whose severance totals less than \$100 may choose to:

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

For budget reasons, an Appointing Authority may elect to distribute the severance payment, whether paid to the manager or to a Health Care Plan account, over a period of up to two years from the date of separation. If the manager dies before all of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the manager's estate.

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

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

**Medical/Dental Expense Account.** The Employer agrees to allow insurance eligible managers to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles, and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum expenditure of \$5,000 per calendar year.

**Deferred Compensation.** Each fiscal year, the Employer may provide a State-paid contribution to the State deferred compensation program as permitted by M.S. 356.24, subd. 1, paragraph 4 for each manager who has been continuously employed in this Plan for at least one year. The State-paid contribution shall be in an amount matching the manager's contributions on a dollar for dollar basis, not to exceed \$300 per manager.

Once each fiscal year, managers may receive either this contribution or the conversion of vacation to deferred compensation as provided in Chapter 4.

Managers must submit the appropriate forms to their Appointing Authority payroll office by June 15 of each fiscal year.

Appointing Authorities may deny requests or limit the amount of vacation hours converted on an agency-wide basis for the entire agency for the State paid contribution or the vacation conversion provided in Chapter 4 due to budget restrictions.

**Pilot Compensation Programs.** The Commissioner of Employee Relations may implement a pilot program for managerial compensation. The pilot program may modify or replace portions of the Salary Administration Chapter as long as salary increases granted under the pilot do not exceed the cost of increases that would have been granted under the existing Salary Administration provisions.

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

**Transit Expense Account.** The Employer provides managers with the option to participate in a program to pay work-related parking and transit expenses on a pre-tax basis.

**General.** The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for managers in accord with the provisions of this Chapter, Chapter 8, and Administrative Procedure 4.4 for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses.

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

Situation	Rate Per Mile
<ul style="list-style-type: none"> <li>Use of personal automobile when a State-owned vehicle is not available.</li> </ul>	Federal IRS mileage reimbursement rate
<ul style="list-style-type: none"> <li>Use of personal automobile when a State-owned vehicle is available and declined by the manager.</li> </ul>	Federal IRS mileage reimbursement rate less \$0.07
<ul style="list-style-type: none"> <li>Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.</li> </ul>	\$0.50
<ul style="list-style-type: none"> <li>Use of personal aircraft provided that the manager can demonstrate adequate liability coverage under the requirements of M.S. 360.59, subdivision 10, and the Appointing Authority has granted approval for the use of the aircraft.</li> </ul>	\$0.45
<ul style="list-style-type: none"> <li>Use of personal motorcycle or similar two-wheel motorized vehicle.</li> </ul>	\$0.15

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

Managers shall not receive mileage reimbursement for commuting between a permanent work location and their home. For each position, the Appointing Authority may designate no more than two permanent work locations, which must be within 35 miles of each other. For purposes of expense reimbursement for trips to temporary work locations, the Appointing Authority shall designate one of the two permanent work locations as the primary location. The Appointing Authority must provide advance written notice of the two locations and the primary location to anyone being appointed to such a position.

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

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

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

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

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

- Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class unless authorized by an Appointing Authority; and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes be in an amount equal to the cost of the air fare only to those destinations visited for State purposes.
- Meals including tax and a reasonable gratuity. Managers shall be reimbursed for meals under the following conditions:
  1. **Breakfast.** Breakfast reimbursements may be claimed if the manager leaves home before 6:00 a.m. or is away from home overnight.
  2. **Lunch.** Lunch reimbursements may be claimed if the manager is in travel status more than 35 miles away from his/her normal office or is away from home overnight.
  3. **Dinner.** Dinner reimbursements may be claimed if the manager cannot return home until after 7:00 p.m. or is away from home overnight.
  4. **Reimbursement Amount.** Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity shall be:

Breakfast	\$ 7.00
Lunch	9.00
Dinner	15.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$10.00
Lunch	12.00
Dinner	20.00

The metropolitan areas are:

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

See Appendix I for details related to the boundaries of the above-mentioned metropolitan areas. The higher meal reimbursement rates also include any location outside the 48 contiguous United States.

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

- Hotel and motel accommodations provided that managers exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the manager does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- Actual, personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by \$3.00.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00 each week after the first week a manager is in continued travel status.
- Reasonable costs and gratuities for baggage handling.
- Parking fees and toll charges.

**Receipts.** The Appointing Authority may require receipts for any reimbursement requested by a manager under the provisions of this or any other chapter in this Plan.

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

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

**Mandatory Reimbursement.** An Appointing Authority shall reimburse a manager for up to \$12,500 in relocation expenses as provided in this Chapter if one of the following applies:

- the Appointing Authority requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment more than 35 miles from the manager's present work location; or
- a move to a new position more than 35 miles from the manager's present work location is incurred as the result of the application of the layoff provisions of Chapter 9.

An Appointing Authority may authorize payment of more than \$12,500 in individual situations.

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

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

- Realtor's fees on the domicile being sold by the manager or fees required to break a lease on the manager's rented domicile.
- The cost of packing, moving and short-term storage of household goods, subject to the receipt of bids as required by the Procurement Division of the Department of Administration and to the approval of the Appointing Authority prior to any commitment to a mover to either pack or ship the manager's household goods. Neither the State of Minnesota nor any of its agencies shall be responsible for the loss nor damage to any manager's household goods nor personal effects.

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

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

- The cost of moving a mobile home if the mobile home is the manager's primary residence.
- Temporary living expenses for the manager under the provisions of Chapter 14, Expense Reimbursement, using one of the following options, which shall be chosen by the Appointing Authority after consultation with the manager.

Option 1 - reimbursement for travel expenses, including meals and mileage, for travel between the old and new work locations on a daily basis for up to 90 days or until the date of the move to the new permanent work location, whichever comes first, or

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

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

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

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

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

- Travel expenses for the manager's spouse to travel twice between the old and new work locations prior to the time of the move, including meals, mileage and lodging, not to exceed a total of seven calendar days.
- Travel expenses for the manager's family from the old work location to the new work location at the time of the move, consistent with the provisions of Chapter 14 on Expense Reimbursement.
- At the option of the Appointing Authority, up to \$750.00 for employment assistance provided to the manager's spouse by an outside job placement agency or resume preparation service, if the spouse was employed in the origin city at the time of the relocation. Services include:
  - skills assessment
  - resume preparation
  - coaching in interview techniques
  - job placement assistance.

**Appointing Authority Home Purchase.** When circumstances warrant and when the Appointing Authority and the Commissioner of the Department of Employee Relations agree that it is in the best interest of the State, an Appointing Authority may purchase for resale the current residence of a relocating manager or enter into a contract with a private company, the Minnesota Department of Transportation, or the Minnesota Department of Administration to provide the assured sale of the residence. The Appointing Authority shall bear all financial responsibility arising out of its respective manager relocation transactions including the costs incurred for contract services.

**Rental Rates.** An Appointing Authority shall not require a manager to pay rent when occupying a State-owned residence as a condition of employment. A manager who is not required by the Appointing Authority to live in a State-owned residence as a condition of employment shall pay the rental rate established by the Commissioner of Administration.

In the event the Appointing Authority requires a manager to vacate a State-owned residence, the manager shall be given not less than 6 calendar months in which to find alternate housing, except in instances where the manager leaves employment with the Appointing Authority, or accepts another position in State service not requiring housing in a State-owned residence.

**Utilities and Repairs.** The manager shall pay for utilities unless the Appointing Authority requires a manager to maintain an office in the State-owned residence, in which case, the Appointing Authority shall determine and pay a prorated share of the utilities costs related to the operation of the office.

The manager occupying the residence shall be responsible for routine maintenance. Necessary decorating, painting, and repairs shall be done by the State at no cost to the manager. The manager shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority working within guidelines of the Department of Administration's Real Estate Management Division. The manager may be held responsible for alteration or damage beyond ordinary wear.

## ***Workers' Compensation; Injured on Duty Pay***

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**Injured on Duty Pay.** A manager who incurs a disabling injury in the ordinary course of employment may be eligible for injured on duty pay. Such injury must be the direct result of aggressive, criminal, and/or intentional and overt acts of a person or be incurred while attempting to apprehend or take into custody such person. To be eligible for such pay, a manager shall have been acting in a reasonable and prudent manner in compliance with established policies and procedures of the Appointing Authority when the injury was incurred.

This language is not intended to cover situations of employee-on-employee violence. However, there may be exceptions when the injury is incurred as part of performing one's job duties; for example, a licensed peace officer injured while apprehending an employee would receive Injured-on-Duty Pay if injured by the intentional act of that employee.

An eligible manager shall receive compensation in an amount equal to the difference between the manager's regular rate of pay and benefits paid under Workers' Compensation. Such injured on duty pay shall not exceed an amount equal to 240 times the manager's regular hourly rate of pay per disabling injury, and shall not affect the manager's regular accrued vacation or sick leave.

The provisions of this Chapter shall also apply to the managers in the State Patrol, and managers in the Enforcement Division of the Department of Natural Resources if the disabling injury is the direct result of performing duties involving enforcement, investigation or assistance.

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

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

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

- Alternatively, the manager may retain the workers' compensation benefit check and take an unpaid medical leave during the time s/he is unable to work.
- A manager shall return from medical leave as provided in Chapter 6 upon appropriate release from workers' compensation status provided the manager is able to perform the work satisfactorily and safely as determined by competent medical authority.

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

**Insurance.** For managers who are off the State payroll due to a work-related injury or work-related disability, benefits provided under Chapter 12 of this Plan shall continue as long as the manager is receiving worker's compensation payments or is using medical leave.

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

**Process.** While considering manager requests for accommodation, the Appointing Authority shall review other options, including, but not limited to, equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties.

**Early Retirement Incentives Approved by the Commissioner of Employee Relations.** At the request of an agency head, the commissioner may provide an early retirement incentive plan for certain managers. To be eligible for the early retirement incentive, managers must be eligible to retire prior to age 65 and (1) employed in programs that are being permanently eliminated or reduced due to changes in federal or state policies and practices, or (2) employed by the same department in which such programs are being eliminated or reduced and occupying positions that will be refilled by employees who would otherwise be involuntarily terminated. For purposes of this paragraph, a person retires when the person terminates active employment in State service and applies for a retirement annuity.

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

- 1) the Employer contribution to health and dental benefits to which the managers were entitled at the time of retirement, subject to any changes in benefits or coverages for managers in positions equivalent to those from which they retired. Eligibility for the Employer contribution to the insurance premiums must cease at the end of the month in which the manager turns 65, chooses not to receive an annuity, or is eligible for employer-paid health or dental insurance from a new employer, whichever occurs first. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State portion of the insurance premium.
- 2) One or more lump sum payments to an individual Minnesota State Retirement System Health Care Plan account. The total amount paid to such an account for any individual shall not exceed the value of the monthly Employer contribution for health and dental benefits which the manager was receiving at the time of retirement times the number of months until the manager turns 65, chooses not to receive an annuity, or is eligible for employer-paid health or dental insurance from a new employer, whichever will occur first.

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

## **Law Enforcement and Corrections Managers.**

- A. **Early Retirement Incentive.** This incentive is available to managers who are at least 55 years of age and are covered by the State Patrol Retirement Fund (M.S. 352B) or the Correctional Employees Retirement Fund (M.S. 352.90) and are eligible for an annuity. Managers who meet these criteria and retire at or after age 55 shall be entitled to receive an Employer contribution toward health and dental insurance coverage in accordance with the following:
- Managers will accrue 10% credit for each 12 months that the manager is in active payroll status in a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Fund and in which the manager and the Employer made the statutorily required retirement contributions. If a manager has more than six months of active payroll status during a 12 month period, he/she shall be credited with the full 10% for that 12 months. If the manager has less than six months of active payroll status during a 12 month period, the manager shall receive no credit for that 12 months. Total credit for all years of service will not exceed 100%. (See paragraph C. Conditions for the Early Retirement Incentive and Pre-Fifty-Five Early Retirement Incentive.

- If a manager has less than 100% credit, the appropriate percentage times the monthly Employer contribution for health and dental insurance applicable to the manager at the time of retirement is the monthly amount paid by the Employer until the manager reaches age 65. The manager shall pay the remaining monthly portion.
- If the manager has 100% credit, the Employer shall pay the full Employer contribution for health and dental insurance, as specified in Chapter 12, until the manager reaches age 65.

**B. Pre-Fifty-Five Early Retirement Incentive.** This incentive is available to managers who are covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Fund and retire at or after age 50 and before age 55. Notwithstanding any changes in coverage in accordance with this Plan, the Employer contribution for the pre-fifty-five retirement incentive shall be equal to 120 times the amount of the monthly Employer contribution for health and dental insurance applicable to the manager at the time of retirement times the percentage calculated as follows:

- Managers will accrue 10% credit for each 12 months that the manager is in active payroll status in a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Fund and in which the manager and the Employer made the statutorily required retirement contributions.
- If a manager has more than six months of active payroll status during a 12 month period, he/she shall be credited with the full 10% for that 12 months. If a manager has less than six months of active payroll status during a 12 month period, the manager shall receive no credit for that 12 months.
- Total credit for all years of service will not exceed 100%.

The result of the above calculation divided by the number of months until the manager reaches age 65 is the amount of the monthly Employer contribution until the manager reaches age 65. The manager shall pay the remaining monthly portion.

**C. Conditions for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive.** The manager must be in payroll status, actively employed by the Department of Public Safety, Department of Corrections, Department of Human Services or the Department of Natural Resources in a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Plan in the immediate 5 service years prior to the time of retirement. However, managers remain eligible for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive if, as the result of a workers' compensation injury, they must move from a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Plan to a state position covered by any other state retirement plan. Such managers must retire from a position in state service and are subject to all other requirements and conditions of the Early Retirement Incentive or Pre-Fifty-Five Retirement Incentive. The agency in which the workers' compensation injury occurred shall be responsible for paying any Employer Contribution under this provision.

The manager must be receiving an Employer contribution for health and dental coverage at the time of retirement.

Law Enforcement Supervisors and Corrections managers are not eligible for the Early Retirement Incentive and/or the Pre-Fifty-Five Early Retirement Incentive if they were previously eligible for the Early Retirement Incentive or Pre-Fifty-Five Early Retirement Incentive while covered by a Collective Bargaining Agreement and at that time elected not to receive the Early Retirement Incentive and/or the Pre-Fifty-Five Early Retirement Incentive.

A manager who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following retirement shall not subsequently be eligible for a contribution for dependent coverage.

Receipt of retirement insurance benefits is dependent on the manager completing all required forms and continuing to pay any required premium.

Managers eligible to receive an Employer contribution for health and dental insurance coverage shall continue to receive the coverage to which the manager was entitled at the time of retirement until he/she reaches age 65, subject to any changes in coverage in accordance with this or any subsequent Plan.

**Modification of Early Retirement Incentives.** The Commissioner of Employee Relations is authorized to modify any provision of this Chapter determined by the Office of the Attorney General to be in violation of state or federal law.

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

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

**"Administrative Procedures"** means the Administrative Procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, subdivision 4.

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

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

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

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

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

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

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

**"Commissioner"** means the Commissioner of Employee Relations unless otherwise specified.

**"Comparable Class"** means a class which is a transfer from the manager's current class. See "Transfer".

**"Competitive Open Eligible List"** means a list of candidates who passed the exam for a class where the exam was open for application to both state employees and the public. Usually maintained for one year.

**"Competitive Promotional Eligible List"** means a list of candidates who passed the exam for a class where the exam was open for application to current state employees only. Promotional exams may be open to all state employees or only employees of a particular agency. All state employees, except emergency and intern appointees, are eligible for promotional exams. Lists are usually maintained for two years.

**"Delegated Authority"** means the responsibility and accountability given to an agency by the Department of Employee Relations to perform certain classification, compensation, examination or appointment functions. This authority varies from agency to agency.

**"Demotion"** means the downward movement of a manager to a different class which has a maximum salary that is two or more salary steps below the maximum of the current class.

**"Department"** means the Department of Employee Relations unless otherwise specified.

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

**"Eligible List"** means a list of candidates qualified for appointment to a class as provided in M.S. 43A.10-43A.14.

**"Employer"** means, for managers in the Executive Branch and the three retirement systems, the Department of Employee Relations.

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

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

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

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

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

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

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

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

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

**"M.S."** means the Minnesota Statutes.

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

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

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

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

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

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

**"Provisional"** means an appointment in accord with M.S. 43A.15, subdivision 4, when there is an urgent reason for filling a vacancy and there are no suitable or available candidates for appointment. Provisional appointments may not last longer than a maximum of 12 months except for persons provisionally appointed to physician positions or other positions requiring licensure or certification.

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

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

**"Recall"** means the reappointment of a manager from a layoff list. See Chapter 9.

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

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

**"Reemployment"** means appointment from the reemployment list of a current or former permanent or probationary employee laid off, demoted in lieu of layoff, or separated in good standing from a class, whose written application for consideration for reemployment in the class has been approved by DOER. An employee must apply for reemployment within 4 years of separation from a class.

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

**"Related Classes"** means those classes which are similar in nature and character of work performed and which require similar qualifications.

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

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

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

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

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

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

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

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

**B*****Vacation Leave Proration Schedule***

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

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

# C

## *Sick Leave Proration Schedule*

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<b>Number of Hours Worked/Paid During Pay Period**</b>	<b>Number of Hours Accrued</b>
Less than 9.5	0
At least 9.5, but less than 19.5	.75
At least 19.5, but less than 29.5	1
At least 29.5, but less than 39.5	1.50
At least 39.5, but less than 49.5	2
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3
At least 69.5, but less than 79.5	3.50
At least 79.5	4

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

# D

## Salary Range Assignments

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<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
001923	Accounting Manager	20A	14M
003463	Acquisition Manager	20A	16M
003375	Admin Mgmt Services Dir	20A	17M
000010	Admin Mgt Director 1	20A	13M
001346	Admin Mgt Director 2	20A	15M
001841	Admin Officer	20A	11M
003221	Admin Svcs Bureau Mgr	20A	19M
002918	Admin Svcs Dir	20A	21M
003050	Agency Affirmative Action Mgr	20A	14M
002695	Agency Chief Financial Officer	20A	21M
002823	Agency Materials Mgmt Director	20A	15M
000315	Agric Grain & Prod Inspect Dir	20A	17M
001569	Agric Marketing & Devlop Dir	20A	17M
003003	Agronomy Asst Dir Environ Reg	20A	17M
001828	Appeals Examiner Chief	20A	17M
008658	Arts School Prog Admin	20A	19M
002062	Asst Admin Services For Blind	20A	16M
002051	Asst Chief Labor Negotiator	20A	21M
008313	Asst Commr Administration	20A	25M
008303	Asst Commr Agriculture	20A	23M
008394	Asst Commr Child,Family,Learn	20A	24M
008371	Asst Commr Commerce	20A	19M
008316	Asst Commr Corr	20A	25M
008423	Asst Commr Diversity and Equal	20A	17M
008631	Asst Commr Empl Rel (DOER)	20A	23M
008333	Asst Commr Finance	20A	23M
008360	Asst Commr Health	20A	25M
008323	Asst Commr Hum Serv	20A	25M
008386	Asst Commr Labor & Ind	20A	24M
008301	Asst Commr Nr Administration	20A	25M
008387	Asst Commr NR Operations	20A	25M
008310	Asst Commr Pollution Control	20A	21M
008331	Asst Commr Public Saf	20A	23M
008834	Asst Commr Revenue	20A	23M
008381	Asst Commr Trade & Econ Dev	20A	19M
008391	Asst Commr Transportation	20A	25M
000084	Asst Dir Admin Build Const Div	20A	18M
002427	Asst Dir Admin Mgt Analysis Di	20A	15M
003775	Asst Dir Animal Health Bd	20A	19M
002943	Asst Dir Bd Of Med Practice	20A	14M
002924	Asst Dir Bd Of Water & Soil Re	20A	18M
002008	Asst Dir CJIS	20A	16M
003645	Asst Dir Econ & Comm Supt Str	20A	17M
003616	Asst Dir Lab Services Division	20A	15M
008683	Asst Dir Mn State Lottery	20A	23M
008309	Asst Dir Msrs Finance Officer	20A	17M
008395	Asst Dir Oslrp	20A	17M
001652	Asst Dir State Arts Board	20A	13M
002519	Asst Dir Tourism	20A	17M
008696	Asst Exec Dir Campaign Fin Bd	20A	15M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
003801	Asst Exec Dir PERA/MSRS Classf	20A	19M
001916	Asst Exec Dir Retire Svcs Cl	20A	17M
008364	Asst Exec Dir Retire Svcs Unc	20A	17M
001666	Asst Exec Sec Electricity Bd	20A	15M
008307	Asst Exec Sec Investment Bd	20A	24M
002939	Asst Resident Facility Adm	20A	15M
003643	Asst Resident Facility Adm Pr	20A	21M
002940	Asst Resident Facility Adm Sr	20A	19M
001406	Asst State Negotiator	20A	20M
000060	Asst Superintendent Bca	20A	20M
002812	Asst To Chief Exec Off	20A	09M
008830	Asst To Commr	20A	15M
008823	Asst To Commr Agriculture	20A	09M
008829	Asst To Commr Public Safety	20A	14M
002492	Asst To Warden	20A	12M
000098	Attorney 4	20A	18M
003451	Behavioral Med Practitioner Sr	20A	42M
001092	Building Code Asst Director	20A	17M
003334	Business Community Dev Dir	20A	15M
008622	Business Community Dev Dir	20A	15M
000139	Business Manager 2	20A	13M
003285	CFL Financial Mgmt Director	20A	19M
008795	Chief Exec Officer 1-Human Svc	20A	19M
008594	Chief Exec Officer 2-Human Svc	20A	21M
008593	Chief Exec Officer 3-Human Svc	20A	24M
008732	Chief Exec Officer-Corr Facilt	20A	25M
008731	Chief Exec Officer-Juv/Min Cor	20A	21M
000957	College Management Officer	20A	17M
002696	Commerce Enforcement Director	20A	21M
002965	Commerce Regis/Anal Mgr	20A	16M
001969	Community College Busi Officer	20A	13M
002892	Continuing Care Program Mgr	20A	19M
003450	Corr Adult Fac Exec Asst Dir	20A	19M
003147	Corr Alternative Prog Mgr	20A	16M
000492	Corr Community Svcs Reg Di	20A	17M
000395	Corr Detention Facil Prog Mgr	20A	16M
003812	Corr Dir Admin Programs	20A	20M
003653	Corr Dir Policy & Legal Servic	20A	21M
001310	Corr Education Coordinator	20A	17M
003598	Corr Exec Of Hrngs & Re	20A	18M
000210	Corr Facilities Asst Supt	20A	16M
003145	Corr Facility Admin Dir	20A	17M
003146	Corr Facility Oper Dir	20A	20M
003621	Corr Facility Secur Dir	20A	17M
002873	Corr Field Serv Dir	20A	24M
003239	Corr Health Care Program Admin	20A	15M
003666	Corr Health Svcs Dir	20A	21M
003713	Corr Inst Comm Wk Crew Prg Dir	20A	15M
002916	Corr Inst Support Svcs Dir	20A	19M
003795	Corr Investigations Manager	20A	19M
002259	Corr Juvenile Program Director	20A	16M
003600	Corr Juvenile Svcs Dir	20A	23M
003659	Corr Mental Hlth Svcs Director	20A	19M
008759	Corr Minncor Ceo	20A	24M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
003369	Corr Sex Offe&Chem Dep Svcs Di	20A	15M
000771	Corr Superintend Youth Camp	20A	18M
002581	Dairy Inspection Asst Director	20A	15M
003797	Defined Contribution Plan Mgr	20A	16M
001503	Demographer State	20A	17M
003723	Dep Dir Bd of Water & Soil Re	20A	20M
008487	Deputy Comm Office of Tourism	20A	24M
008212	Deputy Commr Administration	20A	26M
008205	Deputy Commr Agriculture	20A	24M
008225	Deputy Commr Child, Fam, Learn	20A	26M
008229	Deputy Commr Commerce	20A	24M
008206	Deputy Commr Corrections	20A	26M
008215	Deputy Commr Employee Relation	20A	24M
008213	Deputy Commr Finance	20A	26M
008227	Deputy Commr Health	20A	26M
008864	Deputy Commr Housing Finance	20A	26M
008210	Deputy Commr Human Rights	20A	20M
008216	Deputy Commr Human Services	20A	26M
008211	Deputy Commr IRR & RB	20A	21M
008214	Deputy Commr Labor & Industry	20A	26M
008208	Deputy Commr Natural Resource	20A	26M
008217	Deputy Commr Pollution Control	20A	24M
008209	Deputy Commr Public Safety	20A	26M
008221	Deputy Commr Revenue	20A	26M
008228	Deputy Commr Trade & Econ Dev	20A	24M
008224	Deputy Commr Transportation	20A	26M
008867	Deputy Commr Utilities	20A	22M
008222	Deputy Commr Veterans Affairs	20A	24M
008235	Deputy Dir Mn Ctr For Arts Edu	20A	19M
008237	Deputy Dir Oslrp	20A	20M
002950	Dir Actuarial & Reg Plcy Analy	20A	41M
002919	Dir Aeronautics Program	20A	22M
000013	Dir Agric Lab	20A	17M
003761	Dir Agric Marketing Services	20A	19M
000017	Dir Agronomy Services	20A	19M
008674	Dir Alcohol & Gambling Enforce	20A	18M
002966	Dir Appeals And Contracts	20A	21M
002011	Dir Building Code Inspection	20A	20M
001914	Dir Building Construction	20A	20M
002878	Dir Child Services Divisions	20A	19M
008893	Dir Comm & Media Relations	20A	20M
002970	Dir Comm Media	20A	20M
001060	Dir Comm Suppts Minn W Disab	20A	20M
003148	Dir Corrections Industries	20A	17M
002009	Dir Criminal Justice Info Syst	20A	18M
001590	Dir Dairy and Food Inspection	20A	17M
002718	Dir Deaf & Hard Hearing Sv Div	20A	19M
008346	Dir Driver & Vehicle Services	20A	23M
008794	Dir Drug Policy & Violence Pre	20A	19M
003249	Dir Econ & Comm Supt Strat Div	20A	19M
008421	Dir Emergency Services	20A	21M
003483	Dir Employment Programs	20A	19M
002722	Dir Financial Planning	20A	17M
003398	Dir Governmental Relations Cl	20A	22M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
008434	Dir Governmental Relations Unc	20A	22M
003789	Dir Health Care Purchasing	20A	24M
002677	Dir Human Svcs Licensing Div	20A	21M
002410	Dir Management Analysis	20A	18M
003282	Dir Mn Office On Volunteer Svc	20A	16M
000237	Dir Of Nursing	20A	17M
008777	Dir Off Environment Assist	20A	23M
003673	Dir Off of Alternative Fund	20A	21M
003622	Dir Off of Minority Health	20A	17M
003273	Dir Pub Info Policy Analyti	20A	18M
008818	Dir Regulatory & Leg Services	20A	15M
003802	Dir Results Management	20A	26M
002725	Dir Rural Finance Admin	20A	19M
008612	Dir School Of Arts & Res Cente	20A	23M
002723	Dir Services For The Blind	20A	19M
003705	Dir Social Svcs Info Systm Div	20A	19M
003652	Dir Special Investigations	20A	19M
002945	Dir St Oper Svs Suppt Div	20A	19M
003731	Dir Statewide Assessment	20A	25M
001535	Dir Traffic Safety	20A	13M
002705	Dir Travel Management (Admin)	20A	19M
002662	Dir Veterans Programs	20A	13M
003106	Dir Warehouse Audit Division	20A	12M
003476	Dir Workers Comp Prog	20A	17M
003800	Dir Workplace Safety Consult	20A	18M
000601	Disability Determ Svc Asst Dir	20A	15M
000869	Disability Determ Svc Dir	20A	19M
002177	Disability Determ Svc Opns Dir	20A	17M
002648	Disease Prev & Cont Div Dir	20A	21M
002631	Dispute Resolution Manager	20A	19M
003717	DVS Program Director	20A	17M
002320	Economic Development Mgr	20A	17M
003362	Educ Dir Finance Reform & Acct	20A	21M
003363	Educ Dir Lifework Development	20A	19M
003358	Educ Dir Monitoring&Compliance	20A	19M
003820	Educ Dir- Personnel Licensing	20A	19M
003360	Educ Dir Serv Brokerage	20A	19M
003361	Educ Dir Serv Design & Collabo	20A	19M
003366	Educ Dir Special Education	20A	19M
003357	Educ Dir State & Fed Prog	20A	19M
008885	EEO Contract Compliance Mgr	20A	19M
003527	EID Program Manager	20A	17M
002701	Electronic Commun Asst Directo	20A	20M
000855	Electronic Commun Director	20A	22M
002032	Employee Assistance Prog Dir	20A	15M
008619	Employee Relations Div Man Unc	20A	21M
003617	Employee Relations Div Mgr Cla	20A	21M
003212	Employment & Training Dir	20A	17M
001582	Engineer Administrative Mgt	20A	18M
002896	Engineer Princ Admin Transp	20A	22M
000635	Engineer Senior Administrative	20A	20M
000568	Environmental Health Div Dir	20A	21M
002056	Epidemiologist Program Manager	20A	26M
008875	Equity Investment Manager	20A	23M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
008139	Exec Dir Animal Health Bd	20A	22M
008762	Exec Dir Bd Diet & Nutr Pract	20A	10M
008773	Exec Dir Bd Govt Innovation Co	20A	14M
008126	Exec Dir Bd of Medic Practice	20A	17M
008797	Exec Dir Bd of Physical Therap	20A	13M
008198	Exec Dir Bd Water & Soil Res	20A	24M
008692	Exec Dir Board of Social Work	20A	13M
008426	Exec Dir Campaign Fin & Pbl Bd	20A	19M
008629	Exec Dir Chiropractic Exam Bd	20A	14M
008194	Exec Dir Counc Of Asian Pcf Mn	20A	15M
008115	Exec Dir Counc Of Span Spkg Pp	20A	15M
008175	Exec Dir Counc On Black Minn'S	20A	15M
008135	Exec Dir Council On Disability	20A	15M
008611	Exec Dir Ctr Crime Victim Srvs	20A	21M
008768	Exec Dir Emer Med Services	20A	19M
002038	Exec Dir Environmental Qual Bd	20A	17M
008477	Exec Dir Gov Job Training Offc	20A	19M
003198	Exec Dir Health Fac Complaints	20A	15M
008701	Exec Dir Higher Educ Fac Auth	20A	19M
008136	Exec Dir Indian Affairs Bd	20A	15M
008728	Exec Dir Military Affairs	20A	23M
008688	Exec Dir Mn Academic Excel Fou	20A	18M
008197	Exec Dir Mn Amateur Sports Com	20A	21M
008766	Exec Dir Mn Forest Res Council	20A	19M
008724	Exec Dir Mn Veterans Home Bd	20A	26M
008146	Exec Dir Nursing Bd	20A	20M
008147	Exec Dir Nursing Home Admin Bd	20A	15M
003602	Exec Dir Science Math Mn	20A	18M
008131	Exec Dir St Arts Bd	20A	18M
008889	Exec Dir Veterinary Med Brd	20A	13M
008123	Exec Sec Arch Engr L/S Bd	20A	16M
008752	Exec Sec Bd Of Accountancy	20A	15M
008148	Exec Sec Cap Area Arch & Plng	20A	16M
008163	Exec Sec Dentistry Bd	20A	14M
008133	Exec Sec Electricity Bd	20A	18M
008145	Exec Sec Municipal Bd	20A	14M
008735	Exec Sec Optometry Bd	20A	09M
008418	Exec Sec Peace Off Tng Bd	20A	18M
008149	Exec Sec Pharmacy Bd	20A	23M
008775	Exec Sec Podiatry Board	20A	09M
008169	Exec Sec Psychology Bd	20A	13M
008177	Exec Sec Pub Utilities Comm	20A	19M
008167	Exec Sec Teaching Bd	20A	18M
008879	Executive Aide	20A	09M
008880	Executive Asst	20A	11M
008881	Executive Asst Principal	20A	13M
002670	Executive Budget Officer	20A	14M
001451	Executive Budget Officer Sr	20A	17M
000670	Extended Employment Prog Dir	20A	17M
001807	Finance Agency Coordinator	20A	19M
002622	Finance Services Director	20A	19M
001456	Financial Analysis Director	20A	19M
003127	Financial Info Syst Dev Dir	20A	19M
002691	Financial Mgt Director	20A	19M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
003681	Financial Services Director	20A	17M
002879	Fiscal & Admin Serv Manager	20A	18M
003804	Food & Nutrition Services Dir	20A	18M
000069	Food Inspection Asst Director	20A	15M
001982	Forensic Laboratory Asst Dir	20A	17M
001981	Forensic Laboratory Dir	20A	20M
008609	Gambling Security Director	20A	17M
002321	Geographic Info Systems Dir	20A	20M
001827	Health Asst Div Director	20A	19M
003320	Health Care Compliance Mgr	20A	17M
003252	Health Care Program Mgr	20A	17M
002594	Health Care Program Mgr Sr	20A	21M
002643	Health Community Svcs Div Dir	20A	21M
002515	Health Economist	20A	17M
001474	Health Program Manager	20A	15M
003380	Health Program Manager Senior	20A	17M
002644	Health Promotion & Educ Manage	20A	19M
003376	Health Quality Assurance Rev M	20A	16M
001550	Health Resource Div Dir	20A	21M
003377	Health Survey & Compliance Mgr	20A	18M
002941	Hospital/Nursing Home Admin	20A	21M
008761	Housing Finance Agency Dir	20A	19M
008792	Housing Finance Agency Exec	20A	23M
001692	Housing Finance Agency Mgr	20A	16M
008511	Housing Finance Agency Mgr Unc	20A	16M
008447	Housing Finance Invest Dir	20A	22M
003471	Htlh Care Pol & Del Sys Div Di	20A	21M
008666	Human Rights Division Director	20A	17M
003461	Human Svcs Chief Financial Off	20A	22M
002993	Human Svcs Fiscal Policy Dir	20A	17M
002042	Human Svcs Internal Audit Mgr	20A	19M
003678	Human Svcs Research Director	20A	21M
000960	Hydrologist 5	20A	18M
001316	Information Director	20A	15M
000931	Institution Educational Admin	20A	16M
008482	International Trade Director	20A	17M
003100	IRRRB Administrative Manager	20A	16M
003353	IRRRB Facilities Manager	20A	15M
003323	Job Svc/Reemploy Insur Reg Mg	20A	21M
002747	Labor & Industry Code Enfor Di	20A	16M
003071	Labor & Industry Invstg Sv Dir	20A	15M
002934	Labor Mediation Mgr	20A	19M
001724	Labor Relations Agency Manager	20A	15M
001373	Labor Standards Director	20A	17M
002835	Labor-Management Program Mgr	20A	19M
003642	Land Surveyor Administrative	20A	18M
003330	Land Surveyor Sr Administ	20A	20M
001584	Leg Audit Manager	20A	19M
003599	Leg Audit Manager Sr	20A	21M
001779	Leg Audit Prog Eval Coor	20A	17M
002911	Library Dev And Svcs Team Mgr	20A	19M
008882	Long Term Debt Manager	20A	23M
008585	Lottery Legal Counsel	20A	20M
003244	Lottery Marketing Proj Mgr	20A	17M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
008741	Lottery Research & Plan Dir	20A	17M
003243	Lottery Sales Manager	20A	19M
003245	Lottery Sales Support Mgr	20A	15M
003512	Management Services Director	20A	19M
003695	Materials Mgt Assist Dir	20A	19M
003477	Materials Mgt Cust Asst Mgr	20A	14M
002659	Materials Mgt Dir	20A	21M
003478	Materials Mgt Str Surp Srv Mgr	20A	16M
002704	Mental Health Division Dir	20A	19M
000456	Merit System Personnel Manager	20A	17M
002671	Mineland Reclamation Manager	20A	17M
003707	Minncor Indust Chief Fin Offic	20A	17M
003535	Minncor Production Manager	20A	17M
003785	Minncor Vice-Pres Business Dev	20A	21M
003786	Minncor Vice-Pres Marketing	20A	21M
003787	Minncor Vice-Pres Operations	20A	21M
002034	MOICC Coordinator	20A	11M
003732	NR Assistant Division Director	20A	21M
002467	NR Asst Dir - Enforcement	20A	21M
003729	NR Bureau Admin (Field Operat)	20A	22M
008901	NR Dir - Ecological Serv	20A	24M
008410	NR Dir - Enforcement	20A	24M
008798	NR Dir - Fisheries	20A	24M
008412	NR Dir - Forestry	20A	24M
008500	NR Dir - Lands & Minerals	20A	24M
008890	NR Dir - Legislative Services	20A	17M
008413	NR Dir - Parks & Rec	20A	24M
008414	NR Dir - Waters	20A	24M
008902	NR Dir - Wildlife	20A	24M
008888	NR Dir Trails & Waterways	20A	24M
003133	NR Ecological Svcs Section Mgr	20A	18M
003439	NR Enforce Administrator	20A	17M
002917	NR Field Svc Mgr	20A	13M
003049	NR Field Svc Operations Mgr	20A	13M
002071	NR Fisheries Section Manager	20A	19M
002658	NR Forestry Asst Dir	20A	21M
002075	NR Forestry Regional Mgr	20A	15M
002983	NR Forestry Section Mgr	20A	18M
003010	NR Information & Marketing Dir	20A	19M
003385	NR Integrated Resmgmt Prog Mgr	20A	15M
000196	NR Manager	20A	13M
003035	NR Minerals Asst Dir	20A	19M
002674	NR Minerals Development Mgr	20A	18M
003733	NR Operations Manager - Fish	20A	18M
003777	NR Operations Manager-Wildlife	20A	18M
003412	NR Parks Regional Mgr	20A	15M
003413	NR Parks Section Mgr	20A	18M
001811	NR Planning Manager	20A	17M
003734	NR Prog Manager - Fisheries	20A	18M
003778	NR Prog Manager - Wildlife	20A	18M
003782	NR Prog Mgr 1 - Enforcement	20A	15M
003783	NR Prog Mgr 2 - Enforcement	20A	17M
003784	NR Prog Mgr 3 - Enforcement	20A	19M
003735	NR Prog Mgr Trails & Waterways	20A	18M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
001440	NR Real Estate Mgmt Admin	20A	18M
003737	NR Reg Mgr Trails & Waterways	20A	15M
001398	NR Regional Administrator	20A	16M
003798	NR Regional Director	20A	19M
003736	NR Regional Manager - Fisherie	20A	15M
003823	NR Regional Manager - Waters	20A	16M
003779	NR Regional Manager - Wildlife	20A	15M
003738	NR Research Manager - Fisherie	20A	18M
003780	NR Research Manager - Wildlife	20A	18M
003813	NR Section Manager	20A	18M
002811	NR Waters Operation Manager	20A	19M
002072	NR Wildlife Section Manager	20A	19M
001837	NR Youth Prog Manager	20A	13M
003298	Occup Safety & Hlth Team Dir	20A	16M
008726	Ombudsman For Crime Victims	20A	16M
003444	PERA Division Manager	20A	17M
008738	Perpich Ctr Arts Educ Prog Dir	20A	19M
001424	Personnel Director 3	20A	19M
000501	Personnel Director 4	20A	21M
002147	Personnel Program Manager	20A	15M
003045	Personnel Services Manager	20A	17M
002523	Physical Plant Mgr	20A	14M
003159	Physical Plant Operations Mgr	20A	15M
003160	Physical Plant Project Mgr	20A	13M
001647	Planning Dir Develop Disabilit	20A	17M
003433	Plant Mgmt Complex Sv Mgr	20A	11M
000827	Plant Mgmt Dir	20A	19M
000896	Plant Mgmt Tech Svcs Mgr	20A	15M
001513	Pollution Cont Asst Div Dir	20A	19M
001301	Pollution Cont Division Dir	20A	21M
001658	Pollution Cont Program Admi	20A	17M
008474	Pollution Cont Strat Mgr	20A	21M
008802	Portfolio Manager Senior	20A	20M
002969	Print Comm Mgr	20A	15M
008748	Proj Functional Manager	20A	16M
008746	Proj Manager	20A	18M
002155	Pub Util Regulation Unit Mgr	20A	19M
002997	Public Health Lab Div Dir	20A	21M
002709	Public Health Lab Mgr	20A	18M
000571	Public Health Nursing Director	20A	15M
001592	Real Estate Mgmt Dir	20A	20M
000872	Rehabilitation Area Director	20A	16M
000602	Rehabilitation Operations Dir	20A	20M
001501	Rehabilitation Program Manager	20A	13M
000605	Research Director	20A	17M
002033	Research Plan & Evaluation Dir	20A	15M
008760	Residential Academy Supt	20A	20M
002897	Residential Prog Manager	20A	13M
002900	Residential Prog Svcs Dir 1	20A	19M
003644	Residential Prog Svcs Dir 2	20A	21M
002898	Residential Prog Svcs Mgr	20A	15M
002899	Residential Prog Svcs MgrSr	20A	17M
002434	Revenue Asst Dir Business Tax	20A	17M
003704	Revenue Asst Dir Special Taxes	20A	16M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
002734	Revenue Crim Investigation Dir	20A	15M
002737	Revenue Legal Leg Aff Dir	20A	21M
002733	Revenue MN Coll Entrp Asst Dir	20A	16M
003809	Revenue Operations Asst Dir	20A	16M
002923	Revenue Research Director	20A	26M
002738	Revenue Tax System Dir 1	20A	17M
003333	Revenue Tax System Dir 2	20A	19M
003697	Revenue Tax System Dir 3	20A	21M
002331	Risk Management Dir	20A	19M
003386	Rural Finance Auth Asst Dir	20A	14M
008606	Senior Admin Officer	20A	24M
008516	Senior Executive Officer	20A	19M
008874	Short Term Debt Manager	20A	23M
002999	Small Busines Dev Ctr Ntwk Dir	20A	15M
008355	Special Asst To Commr Nat Res	20A	21M
003694	State Archaeologist	20A	17M
003691	State Epidemiologist	20A	43M
008416	State Fire Marshal	20A	21M
007995	State Patrol Assistant Chief	20A	20M
007996	State Patrol Chief	20A	23M
007999	State Patrol Major Charge	20A	18M
003639	State Prog Admin Manager	20A	15M
003719	State Prog Admin Manager Prin	20A	20M
003679	State Prog Admin Manager Sr	20A	17M
008420	Superintendent BCA	20A	23M
008753	Tacip Board Administrator	20A	19M
003347	Total Quality Management Dir	20A	15M
003248	Tourism Industry Relations Mgr	20A	16M
002324	Tourism Marketing Manager	20A	13M
003368	Tourism Prog Svcs Mgr	20A	16M
008566	Trainee-Exec Budget Officer	20A	09M
008574	Trainee-Poll Cont Prog Admin	20A	13M
000797	Training & Development Manager	20A	17M
003129	Training Manager	20A	13M
002306	Training Manager Senior	20A	15M
003207	Transp Admin Manager	20A	13M
003486	Transp Asst Chief Environ Off	20A	18M
002338	Transp Asst Div Dir	20A	24M
001694	Transp Audit Director	20A	19M
000349	Transp Budget Dir	20A	17M
003311	Transp Chief Admin Officer	20A	25M
003790	Transp Chief Financial Officer	20A	23M
008681	Transp Dir Comm & Media Rel	20A	20M
003667	Transp Dir Comm & Media Rel	20A	20M
003073	Transp Division Engineer	20A	25M
000937	Transp Environmental Svcs Dir	20A	22M
001583	Transp Finance Manager	20A	17M
001957	Transp Finance Mgmt Director	20A	21M
008342	Transp Gov & Comm Rel Dir	20A	22M
003728	Transp Metro Right of Way Mgr	20A	18M
003435	Transp Off Of Invest Mgmt Dir	20A	22M
003708	Transp Operations Manager	20A	22M
001679	Transp Planning Dir	20A	20M
001732	Transp Planning Mgr	20A	17M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
003033	Transp Prog Director	20A	18M
003315	Transp Prog Financial/Plng Dir	20A	18M
002996	Transp Support Svcs Dir	20A	18M
003074	Transp Transit Manager	20A	21M
000923	Transp Valuation Manager	20A	17M
003550	Transp Workforce Eq & Div Dir	20A	17M
002405	Unemp Ins Commr's Appeals Dir	20A	19M
002404	Unemployment Ins App Dir	20A	21M
002166	Unemployment Ins Aud Dir	20A	15M
003016	Unemployment Ins Director	20A	21M
002167	Unemployment Ins Invest Dir	20A	19M
003484	Unemployment Ins Prog Dir	20A	19M
002168	Unemployment Ins Section Dir	20A	15M
002169	Unemployment Ins Tax Dir	20A	19M
008179	Veterans Home Admin	20A	21M
008739	Veterans Home Admin - Mpls	20A	24M
000757	Weight & Measures Div Director	20A	20M
001660	Welfare Financial Director	20A	19M
001419	Welfare Program Director	20A	17M
002448	Welfare Strat Plcy Analyst CI	20A	11M
008304	Zoo Animal Programs Director	20A	21M
008749	Zoo Conservation Director	20A	20M
003577	Zoo Conservation Manager	20A	15M
008776	Zoo Deputy Director	20A	25M
008772	Zoo Development Director	20A	21M
003592	Zoo Education Manager	20A	15M
008473	Zoo Operations Director	20A	21M
003590	Zoo Sales & Marketing Manager	20A	17M
008722	Zoo Strategic Services Dir	20A	21M
008790	Asst Commr Admin InterTech	20B	55M
003394	Chief Information Officer	20B	54M
002445	Dir Administrative Info System	20B	51M
002453	Information Mgmt Svcs Div Dir	20B	51M
003025	Information Policy Res Dir	20B	51M
002144	Information Syst Applic Mgr	20B	52M
002552	Information Syst Director	20B	53M
003161	Intertech Division Manager 1	20B	52M
003162	Intertech Division Manager 2	20B	53M
003465	Intertech Network Op Mgr	20B	51M
003163	Intertech Technical Mgr	20B	52M
003272	Intertech Telecomm Div Mgr	20B	54M
002091	MnScu Information Systems Mgr	20B	52M
002926	Planning Dir Statewide Info Po	20B	52M
003559	Transp Applications Res Mgr	20B	52M
003558	Transp Data Resource Mgr	20B	52M
003556	Transp Info Planning Mgr	20B	52M
003555	Transp Info Res Mgr	20B	54M
002275	Transp Sys & Analysis Dir	20B	53M
003557	Transp Tech Resource Mgr	20B	52M

**APPENDIX E**  
**Compensation Grid 20-A**  
**Unit 220 Managerial Plan**  
**Ranges 09 - 50**  
**Effective 7/1/2003 - 6/30/2005**

RANGE		MINIMUM	FIRST QUARTILE	MIDPOINT	MAXIMUM	RANGE
09	YR	42,115	46,923	51,730	61,345	09
	MO	3,510	3,910	4,311	5,112	
	HR	20.17	22.47	24.77	29.38	
10	YR	43,723	48,703	53,682	63,642	10
	MO	3,644	4,059	4,474	5,304	
	HR	20.94	23.32	25.71	30.48	
11	YR	45,330	50,514	55,697	66,064	11
	MO	3,778	4,209	4,641	5,505	
	HR	21.71	24.19	26.67	31.64	
12	YR	47,022	52,346	57,671	68,319	12
	MO	3,918	4,362	4,806	5,693	
	HR	22.52	25.07	27.62	32.72	
13	YR	48,922	54,403	59,884	70,846	13
	MO	4,077	4,534	4,990	5,904	
	HR	23.43	26.06	28.68	33.93	
14	YR	50,697	56,360	62,024	73,351	14
	MO	4,225	4,697	5,169	6,113	
	HR	24.28	26.99	29.71	35.13	
15	YR	52,638	58,511	64,383	76,128	15
	MO	4,387	4,876	5,365	6,344	
	HR	25.21	28.02	30.83	36.46	
16	YR	54,601	60,646	66,691	78,780	16
	MO	4,550	5,054	5,558	6,565	
	HR	26.15	29.04	31.94	37.73	
17	YR	56,731	62,953	69,175	81,620	17
	MO	4,728	5,246	5,765	6,802	
	HR	27.17	30.15	33.13	39.09	
18	YR	58,861	65,292	71,723	84,585	18
	MO	4,905	5,441	5,977	7,049	
	HR	28.19	31.27	34.35	40.51	
19	YR	61,032	67,683	74,333	87,633	19
	MO	5,086	5,640	6,194	7,303	
	HR	29.23	32.41	35.60	41.97	
20	YR	63,329	70,204	77,079	90,828	20
	MO	5,277	5,850	6,423	7,569	
	HR	30.33	33.62	36.92	43.50	
21	YR	65,751	72,840	79,929	94,106	21
	MO	5,479	6,070	6,661	7,842	
	HR	31.49	34.88	38.28	45.07	
22	YR	67,985	75,361	82,737	97,489	22
	MO	5,665	6,280	6,895	8,124	
	HR	32.56	36.09	39.63	46.69	
23	YR	70,491	78,128	85,765	101,038	23
	MO	5,874	6,511	7,147	8,420	
	HR	33.76	37.42	41.07	48.39	
24	YR	73,017	80,931	88,844	104,671	24
	MO	6,085	6,744	7,404	8,723	
	HR	34.97	38.76	42.55	50.13	

**APPENDIX E**  
**Compensation Grid 20-A (cont.)**  
**Unit 220 Managerial Plan**  
**Ranges 09 - 50**  
**Effective 7/1/2003 - 6/30/2005**

RANGE		MINIMUM	FIRST QUARTILE	MIDPOINT	MAXIMUM	RANGE
25	YR	75,774	83,938	92,102	108,430	25
	MO	6,314	6,995	7,675	9,036	
	HR	36.29	40.20	44.11	51.93	
26	YR	78,384	86,840	95,296	112,209	26
	MO	6,532	7,237	7,941	9,351	
	HR	37.54	41.59	45.64	53.74	
41	YR	95,067	103,904	112,742	130,416	41
	MO	7,922	8,659	9,395	10,868	
	HR	45.53	49.76	53.99	62.46	
42	YR	62,285	79,772	97,259	132,233	42
	MO	5,190	6,648	8,105	11,019	
	HR	29.83	38.21	46.58	63.33	
43	YR	96,883	108,399	119,914	142,944	43
	MO	8,074	9,033	9,993	11,912	
	HR	46.40	51.92	57.43	68.46	
50	YR	50,008	63,757	77,507	105,006	50
	MO	4,167	5,313	6,459	8,750	
	HR	23.95	30.54	37.12	50.29	

**APPENDIX E**  
**Compensation Grid 20-B**  
**Unit 220 Managerial Plan Information Technology Classes**  
**Ranges 51 - 56**  
**Effective 7/1/2003 - 6/30/2005**

RANGE		MINIMUM	FIRST QUARTILE	MIDPOINT	MAXIMUM	RANGE
51	YR	67,714	75,017	82,319	96,925	51
	MO	5,643	6,251	6,860	8,077	
	HR	32.43	35.93	39.42	46.42	
52	YR	72,600	80,472	88,343	104,087	52
	MO	6,050	6,706	7,362	8,674	
	HR	34.77	38.54	42.31	49.85	
53	YR	78,029	86,438	94,847	111,666	53
	MO	6,502	7,203	7,904	9,306	
	HR	37.37	41.40	45.42	53.48	
54	YR	80,743	89,450	98,157	115,571	54
	MO	6,729	7,454	8,180	9,631	
	HR	38.67	42.84	47.01	55.35	
55	YR	83,562	92,571	101,581	119,601	55
	MO	6,963	7,714	8,465	9,967	
	HR	40.02	44.34	48.65	57.28	
56	YR	89,158	98,742	108,325	127,493	56
	MO	7,430	8,228	9,027	10,624	
	HR	42.70	47.29	51.88	61.06	

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

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

**43A.33 GRIEVANCES.**

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

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

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

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

(2) Any act which constitutes a violation under sections 609.221 to 609.235, 609.322, 609.342, 609.343, 609.344, or 609.345; or

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

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

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

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

(c) Any permanent employee who is covered by a collective bargaining agreement may elect to appeal to the chief administrative law judge within 30 days following the effective date of the discharge, suspension, or demotion if the collective bargaining agreement provides that option. In no event may an employee use both the procedure under this section and the grievance procedure available pursuant to sections 179A.01 to 179A.25.

Subd. 4. Appeals; public hearings, findings. Within ten days of receipt of the employee's written notice of appeal, the chief administrative law judge shall assign an administrative law judge to hear the appeal.

The hearing shall be conducted pursuant to the contested case provisions of chapter 14 and the procedural rules adopted by the chief administrative law judge. If the administrative law judge finds, based on the hearing record, that the action appealed was not taken by the appointing authority for just cause, the employee shall be reinstated to the position, or an equal position in another division within the same agency, without loss of pay. If the administrative law judge finds that there exists sufficient grounds for institution of the appointing authority's action but the hearing record establishes extenuating circumstances, the administrative law judge may reinstate the employee, with full, partial, or no pay, or may modify the appointing authority's action. The administrative law judge's order shall be the final decision, but it may be appealed according to the provisions of sections 14.63 to 14.68. Settlement of the entire dispute by mutual agreement is encouraged at any stage of the proceedings. Any settlement agreement shall be final and binding when signed by all parties and submitted to the chief administrative law judge of the office of administrative hearings. Except as provided in collective bargaining agreements the appointing authority shall bear the costs of the administrative law judge for hearings provided for in this section.

# **H**

## ***Managers in the Minnesota State Colleges and Universities***

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Full-time unlimited and seasonal, and part-time unlimited and seasonal managerial employees who have completed three (3) consecutive years of service in the Minnesota State Colleges and Universities or their predecessor agencies shall be entitled to tuition waiver benefits on the same basis and in the same amount as employees covered by the collective bargaining agreement with the Middle Management Association.

# High Cost Centers for Meal Reimbursement

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## Metropolitan Area

Atlanta, GA  
 Baltimore, MD  
 Boston, MA  
  
 Chicago, IL  
 Cleveland, OH  
 Dallas/Fort Worth, TX  
 Denver, CO  
 Detroit, MI  
 Hartford, CT  
 Houston, TX  
 Kansas City, KS  
  
 Kansas City, MO  
  
 Los Angeles, CA  
  
 Miami, FL  
 New Orleans, LA  
 New York City, NY  
  
  
 Philadelphia, PA  
  
 Portland, OR  
 Saint Louis, MO  
 San Diego, CA  
 San Francisco, CA  
 Seattle, WA  
 Washington, D.C.

## Cities and Counties Included in High Cost Center

Clayton, De Kalb, Fulton, Cobb and Gwinett Counties  
 Baltimore and Hartford Counties  
 Norfolk and Suffolk Counties in Massachusetts and Essex and Middlesex Counties in New Jersey  
 Du Page, Cook and Lake Counties  
 Cuyahoga County  
 Dallas and Tarrant Counties  
 Denver, Adams, Arapahoe and Jefferson Counties  
 Wayne County  
 Hartford and Middlesex Counties  
 Harris County, LBJ Space Center and Ellington AFB  
 Johnson and Wyandotte Counties in Kansas (see also Kansas City, MO)  
 Clay, Jackson and Platte Counties in Missouri (see also Kansas City, KS)  
 Los Angeles, Kern, Orange and Ventura Counties; Edwards AFB; Naval Weapons Center and Ordinance Test Station  
 Dade County  
 Parishes of Jefferson, Orleans, Plaquemines and St. Bernard  
 The Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and the Counties of Nassau, New York, Richmond, Suffolk and Westchester in New York State; Fairfield County in Connecticut; and the Counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union in New Jersey  
 The Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia in Pennsylvania and the Counties of Burlington and Gloucester in New Jersey  
 Multnomah County  
 St. Charles and St. Louis Counties  
 San Diego County  
 San Francisco County  
 King County  
 Cities of Alexandria, Falls Church, Fairfax; the Counties of Arlington, Loudoun and Fairfax in Virginia; and the Counties of Montgomery and Prince Georges in Maryland

# **J**

## ***Rights to Access and Contest Data***

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

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

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

# K

## ***Other Policies; Statewide Policy on FMLA***

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Following is a list of other documents which may be of interest to managers covered by this Plan. To review a copy, contact your agency human resource office. In addition, the asterisked items are available on the Department of Employee Relations web page at [www.doer.state.mn.us](http://www.doer.state.mn.us).

\*Frequently Asked Question on FMLA (Family and Medical Leave Act) -- revised October, 2000

State of Minnesota Travel Policy (Department of Administration)

\*State of Minnesota Zero Tolerance of Sexual Harassment Policy -- updated 6/17/96

\*Statewide Policy on Drug and Alcohol Abuse – revised 9/19/95

Statewide Policy on Electronic Communication and Technology Ethics -- dated 11/15/97

\*Statewide Policy on Reasonable Accommodations

\*Statewide Policy on Sick Leave -- revised 7/31/97

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

## STATEWIDE POLICY ON FMLA

### Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

### Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

### Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

"HEALTH CARE PROVIDER" 825.118

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- b) Others capable of providing health care services including only:
  - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.
  - Nurse practitioners and nurse-midwives who are authorized to practice under State law.
  - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
  - Clinical Social Worker.

- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.113

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.113

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"PARENT" 825.113

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.113

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"SERIOUS HEALTH CONDITION" 825.114

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. **Continuing treatment** by a health care provider that involves:
  1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**
  2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - (a) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**
    - (b) **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or

- C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or
- D. **Chronic serious health condition.** Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

**Chronic serious health condition** is defined as one which:

- (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and
  - (b) Continues over an extended period of time; and
  - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or
- E. **Permanent or long term condition** for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or
  - F. **Multiple treatments** by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

**Specific Exclusions.** Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

**Specific Inclusions.** The following conditions are included in the definition of serious health condition:

- A. Mental illness resulting from stress or allergies; and
- B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.

"SON" OR "DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

## "SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

## "UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

### **Procedures and Responsibilities**

#### I. Eligibility

##### A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least one year; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

##### B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's seriously ill spouse, son or daughter, or parent.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

##### C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.
2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.
3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.
4. The Appointing Authority may require a fitness for duty report upon the employees return.

#### D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.
2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:
  - i. The employee has been out of work and the employer **does not learn of the reason for the leave** until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or
  - ii. The employer has **provisionally** designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

#### II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid leave time counts toward the twelve (12) weeks of FMLA qualifying leave.** However, any absences which are paid from the employee's accrued compensatory time account shall not be counted against the employee's FMLA leave entitlement.

#### III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

## IV. General Provisions

### A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
2. The records must disclose the following:
  - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
  - (b) Dates FMLA qualifying leave is taken.
  - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.
  - (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
  - (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
  - (f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
  - (g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.
  - (h) Premium payments for employee benefits.

### B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.
2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.
3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

### C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Medical certification requirements.

4. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.
5. Requirements concerning payment of health insurance premiums.
6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.
7. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.
8. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

#### D. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

##### 1. Internal

- a.) Contact your Human Resources office, or;
- b.) Contact your Labor Union/Association.

##### 2. External

- a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.
  - (1.) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.
  - (2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.
  - (3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

- b.) File a private lawsuit pursuant to section 107 of the FMLA.