

Commissioner's Plan

July 1, 2009 through June 30, 2011

Prepared pursuant to Minn. Stat. 43A.18, subdivision 2, by the:

**Minnesota Management & Budget
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Table of Contents

Chapter	Page
1 -- Coverage	1
2 -- Hours of Work and Overtime	3
3 -- Holidays	8
4 -- Vacation Leave	10
5 -- Sick Leave	13
6 -- Other Leaves of Absence	15
7 -- Probationary and Trial Periods	19
8 -- Employee Development and Career Advancement.....	21
9 -- Limited Interruptions of Work and Permanent Non-Disciplinary Separations	24
10 -- Seniority, Layoff and Recall	25
11 -- Disciplinary Action	31
12 -- Resolution of Disputes.....	33
13 -- Insurance.....	35
14 -- Salary Administration.....	54
15 -- Expense Reimbursement	60
16 -- Relocation Expenses.....	63
17 -- Housing	66
18 -- Employee Safety	67
19 -- Workers' Compensation; Injured on Duty Pay.....	68
20 -- Americans with Disabilities Act.....	70
21 -- Early Retirement Incentive.....	71

Appendices

	Page
Appendix A. Glossary	73
Appendix B. Vacation Leave Proration Schedule.....	77
Appendix C. Sick Leave Proration Schedule	79
Appendix D. Holiday Proration Schedule	80
Appendix E. Salary Range Assignments.....	81
Appendix F. Compensation Grids - July 1, 2009 to June 30, 2011	83
Appendix G. Statutory Appeal Procedure for Discharge, Suspension, Demotion or Reduction in Pay (M.S. 43A.33 Grievances)	96
Appendix H. High Cost Centers for Meal Reimbursement	98
Appendix I. Rights to Access and Contest Data	99
Appendix J. Other Policies; Statewide Policy on FMLA.....	100
Appendix K. State Patrol Supervisors	118
Appendix L. Employees of the Minnesota State Colleges and Universities	123
Appendix M. Addendum for Medical Specialists.....	124
Appendix N. DNR Division of Enforcement Supervisors	125

This Plan, authorized by M.S. 43A.18, subdivision 2, establishes the compensation, terms, and conditions of employment for all non-managerial classified and unclassified employees (except unclassified employees of the legislative and judicial branches) who are not covered by a collective bargaining agreement and who are not otherwise provided for in law. Specifically included are:

- confidential employees as identified in M.S. 179A.03, subdivision 4, except confidential employees of constitutional offices;
- classified employees and employees identified in M.S. 43A.346 in the Office of the Legislative Auditor. NOTE: Pursuant to M.S. 3.971, subdivision 2, compensation for employees of the OLA in classified service shall be governed by a plan prepared by the Legislative Auditor and approved by the legislature under section 3.855, subdivision 3.
- employees who work less than 14 hours per week or less than 67 days in any calendar year and are, therefore, excluded from the bargaining units to which their classes are assigned (hereinafter referred to as "insufficient work time employees"). NOTE: The terms and conditions of employment shall be the same as for bargaining unit employees as provided in the master collective bargaining agreement or in supplemental language in the agreement;
- Compensation Judges;
- Administrative Law Judges 1 and 2; Administrative Law Judge Supervisors;
- employees who have severed from bargaining units under the provisions of M.S. 179A.10, subdivision 3, except for professional employees of the Higher Education Services Office;
- health treatment professionals in classifications assigned to bargaining unit 13; and
- employees of the Bureau of Mediation Services and employees in the classes of Pilot and Chief Pilot under the provisions of M.S. 179A.10, subdivision 1.

This Plan provides coverage for the biennium beginning on July 1, 2009, and ending on June 30, 2011. 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, 2011, until a new Plan for the following biennium is approved by the Legislative Coordinating Commission.

All of the terms and conditions of employment for medical specialists are contained in Appendix N. Compensation for medical specialists is established under the provisions of M.S. 43A.17, subdivision 4.

Certain provisions of this Plan also apply to non-managerial employees covered by agency compensation plans approved by the Commissioner of Minnesota Management & Budget under the provisions of M.S. 43A.18, subdivision 4. The provisions of Chapters 2, 3, 4, 5, 13, and 14 shall not apply to such employees unless incorporated, in whole or in part, by specific reference in the agency plan. All other provisions shall apply to employees covered by agency plans unless superseded by law or rule.

For employees in bargaining units 9, 10, and 11, the terms and conditions provided by applicable collective bargaining agreements in effect on June 30, 2009 shall apply, except for insurance benefits which shall be provided in accordance with Chapter 13 of this Plan.

Employees 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:

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Minnesota Management & Budget
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2

Hours of Work and Overtime

Standard Work Schedules. The standard work day consists of 8 hours of work within a 24 hour period, exclusive of a duty-free unpaid meal period. The standard work week consists of five consecutive days totaling 40 hours.

An Appointing Authority may establish other daily or weekly work schedules, including four 10-hour days, and shall give affected employees 14 days notice of permanent schedule changes. However, employees returning to work as part of a workers' compensation placement need not receive 14 days notice of their initial schedule.

For employees of the Department of Human Services who are not eligible for time and one-half overtime compensation, if the Appointing Authority changes an employee's scheduled day(s) off with less than 14 calendar days notice to the affected employee, the employee shall receive \$10.00 for each four hours or portion thereof worked on the original day off up to a maximum of \$20.00.

Work schedules for insufficient work time employees may be established or changed by the Appointing Authority in accord with the needs of the agency without regard to the 14 day notice requirement.

Flexible Work Schedules. An employee may request a modification of his/her current work schedule. The Appointing Authority may approve or deny flexible work schedules and retains the responsibility for determining exemptions from, or terminations of, flexible work schedules which adversely affect the operation of the agency or any of its units or the level of service to the public.

Emergency Work Schedules. In emergency situations, an Appointing Authority may change work schedules without advance notice for such time periods as the Appointing Authority determines that alternative schedules are necessary.

Meal and Rest Periods. Each employee who works more than 4 hours per day shall normally have a duty-free unpaid meal period of no less than 30 minutes nor more than 60 minutes, the duration of which is at the discretion of the Appointing Authority. Each employee shall have a 15 minute paid rest period during each four hours of scheduled work. The scheduling of employee rest periods is at the discretion of the Appointing Authority. Rest periods may not be accumulated.

Daylight Savings Time. Employees required to work an additional hour due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the appropriate overtime rate. Employees required to work one less hour due to the change from standard time to daylight savings time shall be paid for the actual hours worked.

Employees may use vacation time or compensatory time to make up for the one hour lost. Employees in the first six months of employment who are otherwise eligible to accrue but not use vacation may be advanced 1 hour of vacation time which shall either be deducted from their initial vacation leave balance, or deducted from their last paycheck if the employee is separated prior to six months of State service.

Part-time Hours. If it is necessary to reduce the hours of a part-time position such that the incumbent of the position is no longer eligible to participate in the Employer's insurance program, the Appointing Authority shall request volunteers for the position from among part-time employees in the same class, employment condition, and work area/principal place of employment. If there are no volunteers, the least senior qualified employee in the same class, employment condition, and work area/principal place of employment shall be assigned to the position.

Definitions. The following definitions are intended for use in administering the overtime provisions of this Plan:

- **Work Week.** A fixed and regularly recurring period of seven consecutive calendar days chosen by the Appointing Authority.
- **Work Period.** A fixed and regularly recurring period of time used to determine an employee's eligibility for overtime payments under the Federal Fair Labor Standards Act. Employees of institutions operated by the Department of Human Services and Veterans Homes Board may be employed on the basis of an 80 hour work period, which coincides with the pay period. Employees of Corrections facilities and the Department of Military Affairs may be employed on the basis of a work period chosen by the Appointing Authority which shall be at least seven days but not more than 28 days in length. The Appointing Authority shall notify employees whose work period is other than the work week.

Non-exempt Employees. This section applies only to employees designated as non-exempt by the Employer or the United States Department of Labor.

- **Overtime Definition.** Overtime is all hours worked in excess of 40 hours in the work week unless employees have been notified that they are subject to one of the following work periods:

For the 80 hour work period in an institution operated by the Department of Human Services or Veterans Home Board, overtime is hours worked in excess of eight in a day or 80 hours in the work period.

For the 7-28 day work period in a Department of Corrections facility, overtime is hours worked in excess of the number of hours allowed by the federal Fair Labor Standards Act for the designated work period.

For the 7-28 day work period in the Department of Military Affairs, overtime for Airfield Fire Fighters is hours worked in excess of 212 hours in a four week period which is the number of hours allowed by the federal Fair Labor Standards Act for the designated work period.

Non-exempt Employees - Hours Included in Overtime Calculation.

- **Clerical, Technical, Craft and Service.** All paid vacation, paid holidays, paid sick leave, compensatory time, and paid leaves of absence shall be considered "time worked" for purposes of overtime calculation.
- **Professional.** Employees in classifications with the salary range maximum rates which are lower than the maximum rate of 07L shall have vacation, sick leave and holiday hours considered as "time worked" for purposes of overtime calculation.

Employees in classifications equal to or higher than 07L shall not include vacation, holiday, sick leave, compensatory time, or paid leaves of absences for purposes of calculating overtime.

- **Supervisory.** For employees assigned to Progression Code 2 "hours worked" shall include vacation, sick leave, holidays, compensatory time, and paid leaves of absence.

For employees assigned to Progression Code 1 "hours worked" shall not include vacation, sick leave, holidays, compensatory time, and paid leaves of absence.

- **Hours Balancing**. With supervisory approval, employees may adjust their hours and days of work within the work week or work period, provided the change does not result in the payment of overtime. With supervisory approval, employees who are qualified and capable may mutually agree to exchange days, shifts or hours of work. For purposes of overtime, the employees involved in the exchange shall be treated as if they had worked their normal schedules and no overtime shall be owed because of the exchange. The Appointing Authority may schedule employees off for all or a portion of a work day to balance their hours within the work week or work period. Such balancing shall not result in employees being scheduled below their normally scheduled hours.
- **Overtime Payments**. Overtime payments shall be paid at the rate of time and one-half the employee's regular rate of pay. Overtime shall be liquidated in the form of either cash or compensatory time off at the employee's option.

Exempt Employees. It is recognized that FLSA exempt employees are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day, work week and payroll period. With supervisory approval, FLSA exempt employees may balance hours of work in subsequent work days and subsequent payroll periods, provided that such time management does not result in overtime payment or guarantee hour for hour time off for extra hours worked.

- **Special Project Overtime**. With prior approval of the Appointing Authority, exempt employees are eligible for overtime pay for special assignments outside their normal duties. Overtime shall be paid at the straight time rate for hours worked in excess of 80 in a two week payroll period. "Hours worked" shall not include vacation, sick leave, holidays, compensatory time off, or paid leaves of absence. Overtime shall be liquidated in cash or compensatory time, at the Appointing Authority's option.

In lieu of straight time pay, with prior approval from the Commissioner of Minnesota Management & Budget, the employee and the Appointing Authority for whom the special project is performed may mutually agree to one or more lump sum payments for completion of the project or identified milestones. The employee and his/her current Appointing Authority may also mutually agree to payment in the form of paid time off. The employee and the Appointing Authority shall mutually agree on the amount(s) of cash or time off payments, the timing of payments and the performance requirements for receiving payment.

- **Emergency Overtime**. In emergency situations, the Commissioner of Minnesota Management & Budget may allow exempt employees to be compensated for overtime under conditions specified by the Commissioner and may also authorize compensation at the rate of time and one-half in the form of either cash or compensatory time off at the Appointing Authority's option.

Compensatory Time Banks.

1. **Size of Bank**. An employee's compensatory time bank may not exceed 120 hours unless the Appointing Authority establishes a higher or lower maximum, not to exceed 240 hours. When an employee reaches the compensatory time bank maximum, all additional overtime hours worked shall be paid in cash.
2. **Use of Compensatory Time**. Employees shall be permitted to use compensatory time off upon request provided that the request is made 14 or more calendar days in advance and the use of time off does not unduly disrupt the operations of the Appointing Authority. The Appointing Authority may waive the 14 day notice requirement.

The Appointing Authority may schedule compensatory time off for an employee by providing notice prior to the time off.

3. **Liquidation of Compensatory Time Banks.** With 35 calendar days notice, the Appointing Authority may liquidate all or a portion of compensatory time banks provided that all employees in the agency are treated in a uniform manner.

The Appointing Authority and an employee accepting a position which is not covered by this Plan but is in the same State agency and eligible to earn and use compensatory time, may mutually agree to liquidate all, none or a portion of the employee's unused compensatory time. If there is no agreement, all unused compensatory time shall be paid in cash. Any compensatory time retained to the employee's credit must be consistent with provisions of the collective bargaining agreement or plan covering the position which the employee has accepted.

An employee accepting another position covered by this Plan in another state agency shall liquidate the portion of his/her compensatory time bank balance that exceeds 120 hours prior to appointment in the new agency.

An employee shall have all unused compensatory time paid in cash when:

- accepting a position not covered by this Plan in another State agency; or
- accepting a position not covered by this Plan and not eligible to earn and use compensatory time; or
- being permanently laid off.

An employee being placed on seasonal layoff may have unused compensatory time paid in cash or retained to his/her credit at the discretion of the employee. In all of these cases, cash payment of unused compensatory time shall be at the employee's current rate of pay.

An employee separating from State service shall have unused compensatory time paid in cash. Upon termination of employment, cash payment of unused compensatory time shall be at the employee's final rate of pay or the average rate received during the last three years of employment, whichever is greater.

On Call. Employees are in on-call status if instructed by their Appointing Authority to be available to work during an off-duty period. When in on-call status, employees are not required to remain in a fixed location, but must leave word where they may be reached by telephone or by an electronic signaling device. Employees shall not receive on-call pay for hours actually worked. Employees who are instructed to remain in an on-call status shall be compensated for such time at the rate of 15 minutes straight time pay for each one hour of on-call status.

Appointing Authorities who require employees to be on-call may develop alternative plans to reimburse those employees and submit them to the Commissioner of Minnesota Management & Budget for approval prior to their use.

Call In. Employees called to work by their supervisor prior to their regularly scheduled shift shall receive a minimum payment of two hours of pay.

Call Back. Employees called back to work by their supervisor after their regularly scheduled shift and who were not assigned such work by the end of their last worked shift prior to the assigned work shall be paid a minimum of two hours of pay. Employees who are called back to work shall be reimbursed mileage for driving to and from their work station and their home if they use their own vehicle.

Appointing Authorities who call in or call back employees may develop alternative plans to reimburse those employees and submit them to the Commissioner of Minnesota Management & Budget for approval prior to their use.

Eligibility. All employees in payroll status are eligible for paid holidays and floating holidays except temporary employees appointed for less than six months, intermittent employees, emergency employees, and student workers.

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

- 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 employees 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.

Floating Holidays. An employee shall receive one floating holiday each fiscal year. However, seasonal employees are eligible for only one floating holiday per season. The employee must request the floating holiday in advance. The holiday shall be taken on an employee's regularly scheduled work day subject to mutual agreement between the Appointing Authority and the employee. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

Employees who move into the Plan from another Minnesota state position that has received a floating holiday shall not receive an additional floating holiday during that fiscal year.

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

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

Time to observe a religious holiday shall be taken without pay unless the employee uses accumulated vacation leave or compensatory time or, by mutual consent with the Appointing Authority, is able to work an equivalent number of hours at some time during the fiscal year to compensate for the hours lost. An employee shall notify his/her supervisor of his/her intention to observe a religious holiday in advance of the holiday. Use of this provision shall not entitle an employee to overtime compensation as provided in Chapter 2.

Holiday Pay Entitlement. Eligible employees who take a holiday on the date indicated in “Observed Holidays” or use a floating holiday shall be paid in cash at their regular hourly rate for the appropriate number of Holiday Pay hours. In order to receive a paid holiday, an eligible employee must be in payroll status on the normally scheduled number of hours immediately preceding and the normally scheduled number of hours immediately following the holiday(s). In the event an employee dies or is mandatorily retired on a holiday or holiday weekend, the employee shall be entitled to be paid for the holiday(s).

Determining Hours of Holiday Pay. An eligible employee who normally works at least 72 hours per pay period shall receive the holiday pay for the number of hours in the employee’s normal work day. Full-time employees working flex schedules with variable hours per day shall receive the number of hours per day to achieve their normal payroll period schedule.

Employees with flextime schedules shall not receive additional paid holiday hours over those normally scheduled in the work week.

Eligible employees who normally work less than 72 hours per pay period shall have their holiday pay pro-rated in accord with the schedule set forth in Appendix D. In payroll periods that include a holiday, supervisors may allow part-time employees to arrange their work schedules to avoid a reduction in salary due to the proration of holiday pay, provided such rescheduling does not result in the payment of overtime.

Holidays on a Day Off. When any of the “Observed Holidays” falls on an employee’s regularly scheduled day off, the employee shall be paid in cash. If the Appointing Authority decides not to pay in cash, the employee may choose to receive the Holiday Pay hours as vacation leave or compensatory time. To choose to receive payment as vacation, the employee must be eligible to accrue and use vacation leave under this Plan.

Work on a Holiday. An employee who works on any holiday provided by this Plan shall be paid at the employee’s appropriate overtime rate (straight time or time and one-half) for all hours worked. Hours shall be paid in cash or compensatory time as provided in Chapter 2. In addition, the Appointing Authority shall determine whether hours of Holiday Pay shall be paid in cash. If the Appointing Authority decides not to pay in cash, the employee may choose to receive Holiday Pay hours as vacation leave or compensatory time. To choose to receive payment as vacation, the employee must be eligible to accrue and use vacation leave under this Plan.

In the Departments of Corrections and Human Services, employees not eligible for time and one-half overtime shall receive a holiday bonus of \$20.00 for each four hours or portion thereof worked up to a maximum of \$40.00 for those hours specifically assigned by the supervisor and worked on a holiday.

Eligibility. All employees who are appointed for a period in excess or anticipated to be in excess of 6 months and are in payroll status, are eligible to accrue vacation leave except intermittent employees, emergency employees, temporary classified and unclassified employees appointed for 6 months or less, and student workers. Employees may not use vacation until completing 6 months of State service in a vacation eligible status. However, an employee who is reinstated or reappointed within four (4) years to a vacation eligible position may use accrued vacation in the first six (6) months of the appointment provided they completed six (6) months of continuous service in a vacation eligible status with the State of Minnesota prior to the reinstatement or reappointment.

Vacation Accrual. A full-time employee shall accrue vacation leave each pay period according to the rates provided below. An employee 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. Eligible employees 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 Employees

<u>Length of Service</u>	<u>Employees</u>	<u>Health Treatment Professionals</u>
0 through 5 years	4 hours	6 hours
After 5 through 8 years	5 hours	7 hours
After 8 through 10 years	7 hours	7.5 hours
After 10 through 12 years	7 hours	8 hours
After 12 through 18 years	7.5 hours	8 hours
After 18 through 25 years	8 hours	8.5 hours
After 25 through 30 years	8.5 hours	9 hours
After 30 years	9 hours	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 Requirement."

As used above, "Length of Service" includes all time served in vacation eligible status including layoff status, but does not include time on disciplinary suspension or unpaid non-medical leaves of absence which exceed one full pay period in duration. However, an employee 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 employee who moves without a break in service to a Plan position from any other position in any branch of Minnesota State government shall have his/her length of service and accumulated vacation leave transferred, provided that the total amount of accumulated vacation does not exceed two hundred and seventy-five (275) hours.
2. An eligible employee who is appointed to a Plan position within four years from the date of separation in good standing from any position in any branch of Minnesota State government shall accrue vacation leave according to the length of service the employee had attained at the time of separation.

3. A former Legislator who is appointed to a 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 services beyond the four years limit specified in 2 and 3 above;
 - b) any prior private sector experience directly related to the employee's position or, on initial entry to State service, to match vacation accruals provided by the employee'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.

An employee 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 employee 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 is not retroactive and shall be effective the pay period in which the Appointing Authority approves the request.

Vacation Usage. Vacation leave shall not be used during the pay period in which the hours are accrued. Employees shall submit written requests to use vacation leave prior to the absence. The Appointing Authority shall respond within a reasonable period and shall deny the request only to meet job-related organizational needs. Except in emergencies, no employee shall be required to work during the employee's vacation once the vacation request has been approved.

Vacation accrued while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the usage of such accrued leave.

Should an employee become ill or disabled while on vacation, vacation leave may be changed to sick leave, effective the date of the illness or disability, upon timely notice to the employee's supervisor.

Vacation Charges. An employee who uses vacation leave shall be charged only for the number of hours s/he would have been scheduled to work during the period of absence. Holidays that occur during vacation periods shall be paid as holidays and not charged as vacation leave.

Vacation Accumulation. Vacation leave may be accumulated to any amount provided that once during each fiscal year, the employee'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 employee's balance shall automatically be reduced to 275 hours at the end of the fiscal year.

The Commissioner of Minnesota Management & Budget 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.

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

Vacation Leave Liquidation. An eligible employee who has completed six months of continuous vacation eligible service and either separates from State service or moves to a vacation-ineligible position shall be compensated in cash, at the employee's current rate of pay, for all accumulated and unused vacation leave up to a maximum of 260 hours (275 hours for Health Treatment Professionals). 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. Seasonal employees may, at the Appointing Authority's discretion, be allowed to liquidate all, none or a portion of their accumulated vacation leave balances at the time of their seasonal layoff. An Appointing Authority and an employee facing temporary layoff may mutually agree to liquidate all, none or a portion of the employee'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, an employee with at least six months of continuous service in this Plan or any combination of service in the Managerial Plan, Commissioner's Plan or qualifying service in the Middle Management Association equaling at least six (6) months combined continuous service may convert a portion of his/her accumulated vacation to a contribution to a deferred compensation plan for which the State provides payroll deduction or they may elect to receive the State-paid matching contribution as provided in Chapter 14 (but they may not do both). No minimum service is required if the State-paid matching contribution is selected. Each employee may convert up to 40 hours of vacation per fiscal year.

Employees must submit the appropriate forms to their Appointing Authority payroll office by June 5th 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 14 due to budget restrictions.

Once each fiscal year, employees may convert vacation to deferred compensation or receive the State-paid matching contribution provided in Chapter 14.

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.

Eligibility. All employees who are appointed for a period in excess or anticipated to be in excess of 6 months and are in payroll status, are eligible to accrue paid sick leave as provided in this Chapter except intermittent employees, emergency employees, temporary classified and unclassified employees appointed for 6 months or less, and student workers.

Sick Leave Accrual and Accumulation. A full-time employee shall accrue sick leave at the rate of four hours per pay period. An employee 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 employees 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 employee who moves without a break in service to a 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 employee would have accumulated under this Plan.

An eligible employee who is appointed to a Plan position within four years from the date of separation in good standing from any other position in any branch of Minnesota State government shall have his/her sick leave balance restored provided that any employee being appointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours which were paid as severance. (Also, provided the appointment is in a class that is sick leave eligible.) 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 employee would have accumulated under this Plan.

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

Usage. Whenever practicable, an employee shall submit a written request for sick leave in advance of the period of absence. When advance notice is not possible, an employee shall notify his/her supervisor by telephone or other means at the earliest opportunity. An employee shall be granted sick leave to the extent of his/her accumulation for the following:

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

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

- illness or disability of the employee's family members or other dependents living in the same household as the employee or of the employee's minor child whether or not the child lives in the same household;
- birth or adoption of an employee's child, not to exceed five days;
- medical, chiropractic or dental care for the employee's spouse or dependent child living in the same household as the employee, 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 employee's parents to medical, chiropractic and dental appointments;
- to arrange for necessary nursing care for members of the family, not to exceed five days; or
- to attend the funeral of a spouse, parent, grandparent, step-parent, guardian, children, grandchildren, sibling, or other 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.

An employee 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 employee is not able to work or has been exposed to a contagious disease which endangers the health of other persons.

Sick leave hours shall not be used during the pay period in which the hours are accrued. Sick leave accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the usage of accrued sick leave.

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

6

Other Leaves of Absence

Application for Leave. An employee 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.

Family and Medical Leave Act. See Appendix J.

Paid Leaves of Absence. Paid leaves of absence shall not exceed the employee'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 employee's State job. The employee 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 employee 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, leave of absence without pay, or compensatory time unless, by mutual consent with the Appointing Authority, the employee 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 employee shall report to work.
- **Election Judge leave** for purposes of serving as an Election Judge in any election. The employee must request the leave at least 20 calendar days in advance.
- **Military leave** in accord with M.S. 192.261 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 authorities to engage in active service or training. This leave shall be limited to 15 working days per calendar year. The employee 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 employees 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 forenoon of the election day.
- **Emergency leave** in the event of a natural or man-made emergency if determined by the Commissioner of Minnesota Management & Budget, 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 Minnesota Management & Budget.
- **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 an employee 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 an employee who has been involved in a critical incident, or where continued presence in the work place poses a risk to the employee or the agency. Leave is limited to 30 calendar days unless the Commissioner of Minnesota Management & Budget authorizes an extension of not more than 30 additional calendar days. It is the Appointing Authority's policy to return an employee to active service as soon as practical.
- **Investigatory leave** as provided in Chapter 11.

Unpaid Leaves of Absence - Mandatory. Unpaid leaves of absence shall be granted upon an employee's request as follows:

- **Medical leave** for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when an employee 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 employee 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 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 employee 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 employee'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 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 employee being permitted to return to the employee's position with such seniority, status, pay, vacation, and sick leave as such employee would have had if the employee had not been absent due to service under § 2024(d). The employee 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 employee'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 employee is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the employee 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 an employee 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 Minnesota Management & Budget, the holding of the office conflicts with the employee's regular State employment; or
 - at the employee's request upon filing as a candidate for any elected public office or any time during the course of the employee's candidacy.

Unpaid Leaves of Absence - Discretionary. Unpaid leaves of absence may be granted upon an employee'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 an employee on leave. Employees taking salary savings leave shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the employees had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.
- **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 an employee 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 employee or the employee'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 Leaves. An employee 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 employee. Such notice shall ordinarily be in writing except in case of emergency.

Return From Leave. An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. An employee 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. An employee 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 employee's class is not available, the Appointing Authority may offer the employee a vacant position in a different class of comparable duties and pay for which the employee is qualified. If no vacant position is available and/or offered, the layoff provisions (including bumping rights) of Chapter 10 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 employee shall be severed from State service.

Absence Without Leave. Any unauthorized absence from duty is an absence without leave and shall be without pay. If it is subsequently determined by an Appointing Authority that mitigating circumstances existed, the Appointing Authority may convert the absence without leave to other leave as appropriate. Absence without leave shall be just cause for disciplinary action.

7

Probationary and Trial Periods

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

Required Probationary Period. An employee 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 an 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, an employee 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, 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, recall from an Agency Layoff List more than two years after the date of layoff, or recall from a Class Layoff List to a new agency.

Length of Probationary Period. Employees shall serve a probationary period of six months except as provided below:

- Insufficient work time employees and intermittent employees shall serve a probationary period of 1044 hours not to exceed three calendar years.
- Health Treatment Professionals shall serve probationary periods of one year. An Appointing Authority may reduce the length of a Health Treatment Professional's required probationary period to not less than six months.
- An Appointing Authority may reduce the probationary period of an incumbent appointed to a reallocated position to not less than three months, or an employee's optional probationary period to any length by providing written notice to the employee and the Commissioner of Minnesota Management & Budget of the determination to grant permanent status prior to completion of the probationary period.
- An Appointing Authority may extend an employee's six-month probationary period for up to three 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 employee with written notice of the length of the extension prior to the end of the six-month probationary period.
- Prior to referral of a roster of names from the selection process or a noncompetitive appointment in accord with M.S. 43A.15, an Appointing Authority may establish a probationary period of up to one year for administrative, technical, or professional positions for which six months is insufficient to expose an employee to all the duties and responsibilities of the position. Such probationary periods may not be extended. An employee required to serve a probationary period of more than six months in accord with this provision shall be provided written notice by the Appointing Authority prior to the appointment date.

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. For insufficient work time employees and intermittent employees, time on probation shall include only hours of actual work in the agency during the normal work day, exclusive of overtime, holidays or leaves. Employees 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 a class series or to a related class. Employees 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 employee 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 employee shall attain permanent status immediately upon completion of the last assigned work day of the probationary period.

Failure to Attain Permanent Status. An employee 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. An employee, 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 employee served immediately prior to appointment to the new class and/or agency. Employees 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 former class, if different) and resume the probationary period at the point it was interrupted. For employees 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 bumping rights) of the collective bargaining agreement or plan applicable to the former class and/or agency shall be applied.

Trial Period. An employee who has been appointed to a new class or who has transferred between classes and/or agencies and required to serve a new probationary period shall have a trial period of 15 calendar days in which to decide whether to remain in the new position. Upon his/her request, the employee shall be returned to his/her former class and/or agency any time during the trial period. If there is no vacancy, the employee shall be subject to the layoff provisions (including bumping rights) of the collective bargaining agreement or plan applicable to the former class and/or agency.

Position Descriptions and Performance Standards. Every new employee shall be provided with a position description and performance standards or objectives which accurately reflect his/her duties and the expectations of the Appointing Authority. A permanent employee's position description and standards of performance shall be reviewed with the employee at least once per year and, if necessary, rewritten after the employee's annual appraisal or whenever there is a substantial change in duties and at least every three years.

Performance Appraisal. A probationary employee shall receive a performance counseling review at the midpoint and end of the probationary period. Performance appraisals for permanent employees shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, an employee 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 performance appraisal process, and had the opportunity to comment. Performance ratings may be appealed to the Appointing Authority as provided by Administrative Procedure 20.

Individual Development Planning. As a part of the performance appraisal, the employee shall be notified of any gaps between current levels of performance and those required for satisfactory performance. The employee shall also be given an opportunity to explore with the supervisor any perceived developmental needs or interests to improve performance in the current job or to expand capability to achieve higher levels of responsibility within the agency and State service. The employee and supervisor shall complete an Individual Development Plan which states the agreed upon needs, indicates priorities for the needs, and suggests means to respond 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.

The supervisor and the Appointing Authority shall make a reasonable effort to provide the agreed upon assistance to help the employee address his/her developmental needs including, at the discretion of the Appointing Authority, release time and/or payment for enrollment in State-sponsored or approved training courses and enrollment in seminars and courses at educational institutions in accord with Administrative Procedure 21.

Required Training. Training and education may be necessary to meet the goals of State agencies to have employees function appropriately in their positions and to prepare employees to accept expanded responsibilities. Employees who are required by their Appointing Authorities to participate in training programs shall be released from their work assignments and shall be paid for their normal hours of work.

All Other Training. An employee may request to attend a specific training activity. If, in the judgment of the Appointing Authority, the requested course, workshop, conference, or seminar will better prepare an employee to perform his/her current or projected responsibilities and if staffing needs and budgetary resources permit, the Appointing Authority may approve the employee's request for training and provide release time and/or reimbursement in accord with Administrative Procedure 21 and Chapter 15. An employee must successfully complete the training to be eligible for reimbursement. Expenses incurred shall be reimbursed in accord with Chapter 15. With the prior approval of the Appointing Authority, an employee required to attend continuing education courses in order to maintain professional licensure necessary to his/her State employment may be released from work to attend courses determined to be relevant to the job.

Membership in Professional Organizations. In each fiscal year, the Appointing Authority may authorize payment for an employee of full or partial costs of membership dues paid to professional organizations related to the employee'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 employee interests, or restrict membership on the basis of sex, race, or religion. The employee 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 employee may hold office in professional organizations if s/he receives no stipend or direct payment other than expense reimbursement from the organizations.

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

Reclassification Requests. An employee who believes that his/her position is inappropriately classified may request a review of the position by his/her personnel office or by the Staffing Services Division of Minnesota Management & Budget by submitting:

- a current position description signed by the appropriate parties;
- a current organization chart identifying the position in relation to others in the unit and agency;
- an explanation of the changes which have taken place in the position over what period of time; and
- a "supervisory status questionnaire" if the position provides supervision or leadwork direction to other employees.

The employee shall be notified within a reasonable period of time of the decision regarding the reclassification request and of the opportunity to appeal that decision. If the position is to be reclassified, the employee shall be notified of whether the reclassification is determined to be a reallocation or a change in allocation and of the effects of the decision on the incumbent.

Effects of Change in Allocation. If a position is changed in allocation, it shall be considered vacant and filled in accord with law, rules, Administrative Procedures, and this Plan within a reasonable period of time. The incumbent shall be notified of the selection process used for the purpose of filling the position in the new class. The employee shall be permitted to remain in the position until action to fill the position is completed. If the employee is not appointed to the vacant position, s/he shall be subject to the layoff provisions of Chapter 10.

Effects of Reallocation. If a position is reallocated, the incumbent shall be promoted under the provisions of M.S. 43A.15, subdivision 5, or transferred or demoted under the provisions of M.S. 43A.15, subdivision 6, provided that the employee possesses any required license, certificate or registration. If the reallocation results in the demotion of the incumbent, the employee's name shall be placed on the Agency and Class Layoff Lists in accord with the provisions of Chapter 10 for the class from which s/he was reallocated. If the employee does not possess any required license, certificate or registration, s/he shall be subject to the layoff provisions of Chapter 10 and the position shall be filled in accord with law, rules, Administrative Procedures and this Plan.

Changes in Employment Condition. An employee interested in changing his/her employment condition (from full-time to part-time, or vice versa) may contact his/her personnel office to express interest in such options and to receive consideration for appropriate appointment.

Opportunities for New Jobs Within an Agency. Each Appointing Authority shall establish procedures to inform employees covered by this Plan (except insufficient work time employees) of vacancies within the agency in positions covered by this Plan and of the way to express interest or obtain further information.

The Appointing Authority shall also inform employees of any procedures for obtaining information about vacancies within the agency in positions covered by collective bargaining agreements or other plans so that interested employees may notify the Appointing Authority of their interest and receive appointment consideration consistent with provisions of law, rules, Administrative Procedures, and the appropriate collective bargaining agreements or plans.

Opportunities for New Jobs in Other Agencies. When a position covered by this Plan will not be filled from among agency employees, the Appointing Authority shall make reasonable efforts to provide employees covered by this Plan in other agencies with information about the position for possible transfer, demotion, or promotion. Employees may obtain information by calling the Department's Job Information Line, or by reviewing the list of vacancies available on the State's employment website. An employee interested in changing jobs through transfer or a change of employment condition to a position in the same class but in a different agency may apply directly to the Appointing Authority where the vacancy occurs.

Mobility Assignments. To broaden their work experiences and expand their prospects for State jobs, employees may participate in inter-agency, inter-jurisdictional, or private-public mobility assignments. Such mobility assignments must be approved by the current and new Appointing Authorities and must be consistent with provisions of M.S. 15.51-15.59 and Administrative Procedure 1.1.

Appointment of Joint Powers Agreement Employees. If an exclusive representative agrees to modify terms and conditions of employment for bargaining unit employees appointed by the Minnesota State Colleges and Universities after being employed under a joint powers agreement, the Commissioner of Minnesota Management & Budget may approve MnSCU's request to modify provisions for Plan employees who would otherwise be assigned to that bargaining unit. Plan provisions which may be modified are limited to transfer of vacation and sick leave balances and computation of seniority under Chapter 10. The employees must have been employed under a joint powers agreement and be appointed, with no break in service, to perform the same duties at the same MnSCU college.

9

Limited Interruptions of Work and Permanent Non-Disciplinary Separations

Limited Interruptions of Work. An employee may have his/her employment interrupted, or normal work hours reduced, for a period, not in excess of two consecutive calendar weeks because of adverse weather conditions, shortage of material or equipment, or other unexpected or unusual reasons. This interruption of employment shall not be considered a layoff.

Upon request during limited interruptions of employment, employees shall be allowed to use accumulated vacation leave or compensatory time in order to provide them with up to their regularly scheduled number of hours of earnings for a pay period.

The Appointing Authority may approve requests from employees to receive an advance of hours to provide them with up to their regularly scheduled number of hours of earnings for a pay period. If approved, the advance may not exceed the employee's accumulated and unused vacation leave. Employees who elect to draw such advances may not reduce their vacation accumulation below the total hours advanced. With supervisory approval, the employee may make up the hours advanced. In the payroll period ending closest to November 1 of each year, all employees who received advances and have not made up the total hours advanced, shall have the remaining hours subtracted from their vacation accumulation.

Resignations. An employee may resign in good standing by providing the Appointing Authority with at least two weeks advance written notice.

Termination of Unclassified Appointment. An employee appointed to an unclassified position (other than a supervisory position with the State Patrol) may be terminated at any time by the Appointing Authority and shall have no further rights to State employment. However, an employee on an approved unclassified service leave of absence may return to a position in the classified service as provided in Chapter 6.

Termination of Temporary, Emergency or Provisional Appointment. An employee working in a temporary, emergency or provisional appointment may be terminated at any time by the Appointing Authority and shall have no further rights to State employment unless, in the case of a provisional appointment, s/he has the right to return to the previously held class.

Application of Seniority. All employees 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 an employee's request, an Appointing Authority shall provide the employee 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 the selection process or appointment in accord with M.S. 43A.15, subdivisions 4 - 15.
- all time served in unlimited classified appointments in higher or comparably paid positions determined by the Commissioner of Minnesota Management & Budget to be related to the current class provided that the employee has not had a break in employment; except that for employees 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 an employee is in layoff status or is on an approved leave of absence provided the employee returns to State service upon recall or expiration of an approved leave.

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

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

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

An Appointing Authority may effect layoffs within an agency or within an organizational unit of an agency provided that the organizational unit was proposed by the Appointing Authority and approved by the Commissioner of Minnesota Management & Budget more than three months prior to the implementation of a layoff and that all affected employees were notified by the Appointing Authority of the proposed organizational unit and were given opportunity to comment to the Commissioner of Minnesota Management & Budget prior to its establishment. In the event that it becomes necessary for an Appointing Authority to abolish one or more unlimited full-time positions, the Appointing Authority shall act to minimize the necessity for layoff and the effects of layoff on individual employees by first consulting with employees covered by this Plan to explore interest in reducing hours, sharing jobs, or any other action (consistent with law, rules, Administrative Procedures, and this Plan) which may avert a layoff.

Procedures for Seasonal Layoff of Seasonal Employees and for Permanent Layoff of Insufficient Work Time Employees.

- Step 1: The Appointing Authority shall determine the class, employment condition, and principal place of employment where a position is to be eliminated and shall identify the employee with the least continuous State employment in that class, employment condition, and principal place of employment.

- Step 2: The Appointing Authority shall notify the affected employee in writing at least one week prior to the effective date of the layoff. The notice shall state the reason for the layoff, the effective date of the layoff, and the estimated length of the layoff period. For permanent layoff, it shall also state, or offer the employee the opportunity to discuss with the Appointing Authority, the options available to the employee in lieu of layoff.

- Step 3: An employee notified of permanent layoff may choose to:
 - Option 1: Accept the layoff.

 - Option 2: Accept a vacancy offered by the Appointing Authority in any comparable or lower class for which the employee is determined qualified by the Commissioner of Minnesota Management & Budget.

 - Option 3: Bump the employee with the least continuous State employment in the same employment condition and principal place of employment in any comparable or lower class in which the employee previously served in order of previous service, provided that the employee must accept a vacancy in the same class before bumping and must have greater continuous State employment than the employee who is to be bumped.

Procedures for All Other Employees and for Permanent Layoff of Seasonal Employees.

- Step 1: The Appointing Authority shall determine which position is to be eliminated.

- Step 2: To avert a layoff, the Appointing Authority shall reassign the employee 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 employee is determined to be not qualified for the position by the Commissioner of Minnesota Management & Budget. The Appointing Authority shall terminate any provisional employee working in an unlimited position covered by this Plan in the class, agency (and organizational unit, if applicable) and employment condition within 35 miles of the position which is being eliminated and shall reassign the employee whose position has been abolished to the resultant vacancy before effecting a layoff.
- Step 3: If a layoff cannot be averted through the reassignment procedures of Step 2, the Appointing Authority shall 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 state, or offer the employee the opportunity to discuss with the Appointing Authority, the options available to the employee in lieu of layoff. The Appointing Authority may establish a date, no more than one week prior to the effective date of the layoff, by which employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of the layoff. At the Appointing Authority's discretion, an employee on notice of permanent layoff may be granted transition leave as provided in Chapter 6. An Appointing Authority is encouraged to notify all other employees who potentially may be bumped as a result of the elimination of this position.
- Step 4: An employee notified of layoff shall have the options described below. Except for Option 6, employees may only bump within the same employment condition but may be offered vacancies in a different employment condition. However, an employee's refusal to accept a vacancy in a different employment condition shall not result in the forfeiture of other layoff options. Before bumping another employee, the employee must accept a vacancy in the same class, and employment condition if the vacancy is within 35 miles of the employee's current work location. Any employee choosing to bump another employee must have served in the class with permanent or probationary classified status and must have greater class seniority than the employee who is bumped. Employees being laid off from the Office and Administrative Specialist, Customer Service Specialist, and Central Services Administrative Specialist series shall be permitted to bump into lower levels in the same class series, even if they have no previous service at that level. Seniority for such bumps shall be the seniority accrued in higher classes within the same series.

The employee may:

Option 1: Accept the layoff.

Option 2: Unless determined by the Commissioner of Minnesota Management & Budget to be not qualified for the affected position, choose to bump the least senior employee within 35 miles who is in the same agency (and organizational unit, if applicable) 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 employee previously served in order of previous service.

- Option 3: Accept a vacancy in the same agency (and organizational unit, if applicable), same or different employment condition and the same class or any comparable or lower class for which the employee is determined qualified by the Commissioner of Minnesota Management & Budget.
- Option 4: Accept a reduction in hours offered by the Appointing Authority in the same agency and the same class or any comparable or lower class for which the employee is determined qualified by the Commissioner of Minnesota Management & Budget.
- Option 5: Bump the least senior employee in the same agency (and organizational unit, if applicable) and employment condition in the same class or any comparable or lower class in which the employee previously served in order of previous service (i.e., with no geographic limits) unless determined to be not qualified for the position by the Commissioner of Minnesota Management & Budget.
- Option 6: Unless determined by the Commissioner of Minnesota Management & Budget to be not qualified for the position, an unlimited full-time employee may bump the least senior employee in the unlimited part-time employment condition and an unlimited part-time employee may bump the least senior employee in the unlimited full-time employment condition in the same agency (and organizational unit, if applicable) and the same class within 35 miles. An employee may not exercise this option if Option 2(a) is available or if there is a vacancy in the same agency (and organizational unit, if applicable) and same employment condition within 35 miles in the same or a comparable class for which the employee is determined qualified by the Commissioner of Minnesota Management & Budget.
- Option 7: Claiming: Accept a transfer or demotion to a non-temporary, classified vacancy in a different agency or organization unit in the same class or in a comparable or lower class unless determined to be not qualified for the position by the Commissioner of Minnesota Management & Budget. The Appointing Authority for the new agency or organization unit shall not unreasonably deny a request for a transfer or demotion which would avert layoff. However, the Appointing Authority may deny such a request if the vacancy will be filled by the transfer or demotion of a qualified employee of the new agency (and organizational unit, if applicable), who is on notice of permanent layoff. The employee may not request a transfer or demotion to another agency or organization unit if a vacancy has been offered in the employee's current agency or organization unit in a comparable or higher class in the same or a greater employment condition within 35 miles of the same geographic location.

Eligibility for claiming begins on the date of the written notice of layoff and continues for 45 calendar days or until the date of layoff, whichever is later. If the claiming period extends beyond the date of layoff, no severance or vacation liquidation shall be paid and the employee's name shall not be placed on any layoff lists until the end of the claiming period. Employees may waive their post-layoff date claiming rights and the Appointing Authority shall authorize payment of any severance or vacation liquidation and the employee will be eligible for placement on appropriate layoff lists.

In determining whether the employee is qualified for a position, the Commissioner of Minnesota Management & Budget 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 employees laid off under the Commissioner's Plan.

If all of these are met, the Appointing Authority shall allow the employee to exercise Options 1-6 in Step 4 of the permanent layoff procedure, under the conditions specified there. In addition, before bumping another employee, the employee must accept a vacancy in an equal class for which the Employer has determined him/her qualified, within 35 miles of the employee's current work location and employment condition. Also see "Computation of Seniority" for information on calculating the employee's seniority for bumping.

Layoff Lists. Names of insufficient work time employees who have been laid off, accepted demotions in lieu of layoff, or been demoted to positions reallocated downward and names of employees on seasonal off shall be placed on an Agency Layoff List in order of continuous State employment for the class, agency, employment condition, and principal place of employment from which they were laid off. Names shall remain on the list for one year or for a period of time equal to the employee's continuous State employment to a maximum of three years unless removed under the provisions of this Chapter.

Other permanent or probationary employees who have been laid off, accepted demotions or lesser employment conditions in lieu of layoff, or been demoted to positions reallocated downward shall have their names placed on the Agency Layoff List in order of seniority for the class, agency, employment condition, and geographic location from which they were laid off or demoted. These employees may request in writing, on forms provided by the Appointing Authority, that their names be placed on the Class Layoff List for the class and for other equal or lower classes in which they had permanent or probationary status. These employees may indicate in writing, locations and employment conditions for which they are available and may change their availabilities by notifying the department in writing. Names shall remain on the Agency and Class Layoff Lists for one year or for a period of time equal to the employee's length of continuous State employment to a maximum of five years unless removed under the provisions of this Chapter.

Recall. Employees on seasonal off and insufficient work time employees shall be recalled to positions in the agency, class, employment condition and principal place of employment from which they were laid off in the order in which their names appear on the Agency Layoff List.

Other permanent or probationary employees shall be recalled to positions which match their availabilities in the class and agency from which they were laid off in the order in which their names appear on the Agency Layoff List unless the employee is determined by the Commissioner of Minnesota Management & Budget to be not qualified for the position. Prior to recalling from the Agency Layoff List, the Appointing Authority may choose to fill the vacancy by transferring or demoting a qualified employee of the agency (and organizational unit, if applicable) who is on notice of permanent layoff. In the absence of an Agency Layoff List, the Appointing Authority shall consider employees on the Class Layoff List and may appoint no one other than a current civil service employee if there are employees on a Class Layoff List whom the Commissioner of Minnesota Management & Budget determines to be qualified for the position.

In determining whether the employee is qualified for a position, the Commissioner of Minnesota Management & Budget shall consider any recommendation made by the Appointing Authority.

Removal from Layoff List. The names of employees shall be removed from the Agency and Class Layoff Lists for any of the following reasons:

- Failure to accept recall to a position which meets the availabilities specified by the employee.
- Unlimited appointment to a classified position in a class comparable to or higher than, and with the same or greater employment conditions as, the one from which the employee was laid off or demoted. An employee who is non-certified in such a position may request that his/her name be restored to the layoff list(s) for the time remaining. Requests may be made in writing to the Department of Minnesota Management & Budget.
- Expiration of the term of eligibility specified above.
- Separation from State service.

Administration of Discipline. An Appointing Authority shall make reasonable effort to discuss with the employee any performance problem which may lead to disciplinary action and to assist the employee in eliminating problem areas before disciplinary action becomes necessary. In the case of a permanent employee, 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 employees with permanent status, discipline may include, in any order, only the following: oral reprimand, written reprimand, suspension with or without pay, deduction from vacation in lieu of suspension, demotion, and/or discharge. For employees who do not have permanent status, discipline may include, in any order, only the following: oral reprimand, written reprimand, suspension (paid and unpaid), deduction from vacation in lieu of suspension, and/or demotion. Refer to Chapter 7 (Probationary Period) for termination of employees serving initial probationary periods and Chapter 9 (Limited Interruptions of Work and Permanent Non-Disciplinary Separations) for termination of unclassified, emergency or temporary employees.

Forms of Discipline:

- A. **Oral Reprimand.** An oral reprimand should clearly be identified as such 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. **Paid or Unpaid Suspension, Vacation Deduction or Demotion.** In lieu of suspension, the Appointing Authority may, at its discretion, deduct hours from the employee's accumulated vacation balances in an amount equal to the suspension. Suspensions, equivalent deductions from vacation and demotions require written notice, no later than the effective date of the action. The notice should include the following:
 - (1) the nature of the disciplinary action;
 - (2) specific reasons for the action;
 - (3) effective date of the action;
 - (4) for unpaid suspension or demotion, statement of the employee's right to a meeting to hear an explanation of the evidence against him/her and 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 is delivered unless the employee and the Appointing Authority agree otherwise; if the employee 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 employee's right to reply in writing to the Appointing Authority or designee their response to the disciplinary action; and
 - (6) in the case of an employee with permanent status (i.e., not serving an initial probationary period and not an unclassified employee on leave from the classified service) who is suspended without pay or demoted, a statement of the employee's right to appeal as provided in M.S. 43A.33, subdivision 3 (see Appendix G) and the Dispute Resolution Procedure provided in Chapter 12 or, in the case of all other employees, a statement of the right to appeal through Step 4a of the Dispute Resolution Procedure.

A copy of the notice and the employee's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Minnesota Management & Budget within 10 calendar days of the effective date of discipline.

D. **Discharge of Employee With Permanent Status.** 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 employee's right to a meeting to hear an explanation of the evidence against him/her and 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 employee and the Appointing Authority agree otherwise; if the employee 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 employee's right to reply in writing to the Appointing Authority or designee their response to the disciplinary action regardless of whether the employee chooses to exercise his/her rights in (4) above; and
- (6) statement of the employee's right to appeal as provided in M.S. 43A.33, subdivision 3 and the Dispute Resolution Procedure provided in Chapter 12.

A copy of the notice and the employee's reply, if any, shall be filed by the Appointing Authority with the Commissioner of Minnesota Management & Budget within 10 calendar days of effective date of discipline.

Investigatory Leave. The Appointing Authority/designee may place an employee 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. An employee disciplined under the provisions of this Chapter may submit a written statement regarding the disciplinary action which will be placed in the employee's personnel record. At the request of the employee, a written reprimand or written record of a suspension of ten days or less (or equivalent deduction from vacation) shall be removed from the employee's personnel record provided that no further disciplinary action has been taken against the employee for a period of two 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 this Plan, disciplinary action as defined in Chapter 11 and non-certification of probationary employees. If an employee/former employee pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference Law), the employee/former employee is precluded from making an appeal under this dispute resolution process.

Representation and Use of Work Time. An employee may elect to be represented at their own expense at any step of the Dispute Resolution Procedure. The employee and his/her representative, if a State employee, shall be allowed a reasonable amount of time without loss of pay, during working hours while on the Appointing Authority's premises to research and present his/her view provided that the employee and the representative receive prior approval from their supervisors.

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 Minnesota Management & Budget. Disputes concerning other interpretations and applications of this Plan, including disputes concerning the computation of seniority, but excluding disciplinary action are appealable only through Step 4a 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 an employee on an initial or subsequent probationary period, the employee shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Employees serving a subsequent probationary period may have return rights as described in Chapter 7.

Disciplinary Appeals Other Than Discharge.

Employees are encouraged to use the Dispute Resolution Procedure through Step 4a below while appealing under the provisions of M.S. 43A.33, subdivision 3.

Oral Reprimands. Oral reprimands are not appealable.

Written Reprimands. Written reprimands may be appealed only through Step 3 of the Dispute Resolution Procedure below.

Suspension (paid or unpaid), Vacation Deduction in Lieu of Suspension, Demotion. Employees may appeal paid and unpaid suspensions, vacation deductions in lieu of suspension and demotions through Step 4b of the Dispute Resolution Procedure.

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

Dispute Resolution Procedure. Disputes shall be resolved in accord with the following steps, however, at any step the parties may, by mutual agreement, attempt to resolve the dispute through mediation.

Step 1: Within 14 calendar days after the employee should have had knowledge of the event, the employee 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 employee.

If the dispute has not been resolved satisfactorily, the employee shall have the option of proceeding immediately to either Step 2 or Step 3, whichever the employee feels is most appropriate to the matter in dispute. The employee may appeal the decision to the agency representative at the next level of supervision (Step 2) or to the Appointing Authority or his/her designee (Step 3) in writing within 10 calendar days after the date of the supervisor's response.

Step 2: The agency representative at the next level of supervision shall meet with the employee within seven calendar days following an appeal from Step 1 and shall give the employee a written answer within 14 calendar days following their meeting.

If the dispute has not been resolved, the employee may appeal the decision to the Appointing Authority or his/her designee (Step 3) in writing within 10 calendar days of the agency representative's response.

Step 3: The Appointing Authority or his/her designee shall meet with the employee within seven calendar days following an appeal from Step 1 or Step 2 and shall give the employee a written answer within 14 calendar days following their meeting.

Step 4a: The employee may appeal the decision of the Appointing Authority or his/her designee in writing to the Commissioner of Minnesota Management & Budget within seven calendar days after the Appointing Authority or designee has given an answer. The Commissioner of Minnesota Management & Budget shall consider the information presented by the employee and the Appointing Authority and shall make a decision within 14 calendar days. The Commissioner of Minnesota Management & Budget may decide to hold a hearing to discuss the dispute. The Commissioner of Minnesota Management & Budget shall have final authority to decide whether the Appointing Authority shall settle the dispute prior to the hearing provided under Step 4b below.

Step 4b: A permanent status employee 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 Bureau of Mediation Services as provided under M.S. 43A.33, subdivision 3 (see Appendix G).

Time Limits. If a dispute is not presented within the time limit set forth in any of the steps 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 employee may elect to treat the dispute as denied at that step and may appeal to the next step. Time limits on each step may only be extended by mutual written agreement of the parties involved.

Authorization of Payment. Any resolution of a dispute that results in a payment to an employee must be approved by the Commissioner of Minnesota Management & Budget as provided in M.S. 43A.04, subdivision 6.

Section 1. State Employee 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 employees will be provided with a Summary Plan Description (SPD) called "Your Employee Benefits". Such SPD shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a SPD within thirty (30) days of their date of eligibility.

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

- A. **Employees - Basic Eligibility.** Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, or temporary, or intermittent employees; (2) student workers; and (3) interns.
- B. **Employees - Special Eligibility.** The following employees are also eligible to participate in the Group Insurance Program:
1. **Employees with a Work-related Injury/Disability.** An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.
 2. **Totally Disabled Employees.** Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
 3. **Retired Employees.** An employee 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 employee of the State 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 employee (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 employee'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 developmental cognitive disability, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible to continue 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 employee's prior Employer.

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

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

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

- D. **Continuation Coverage.** Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this 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 employee;
- f. divorce or legal separation; or
- g. a covered employee'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 employees covered by this Plan receive the full Employer Contribution:

1. Employees 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. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

B. **Partial Employer Contribution - Basic Eligibility**. The following employees covered by this Plan receive the full Employer Contribution for basic life coverage, and at the employee'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 Employees**. Employees 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 Employees**. Seasonal employees who are scheduled to work at least 1044 hours over a period of twelve (12) consecutive months.

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

1. **Employees on Layoff**. A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently 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. In no event shall the Employer Contribution continue beyond the date at which the employee reaches the age of 65.

The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the employee is permanently laid off and is no longer actively employed by the Employer. In the event the employee, while on permanent layoff, is rehired to any state job classification, the employee shall continue to receive the employer contribution toward the six (6) months of employer-paid insurance.

However, notwithstanding the paragraph above, in the event the employee successfully claims another state job in any agency and classification which is insurance eligible without a break in service, and is subsequently non-certified or involuntarily separated, the six (6) month duration for the employer contribution toward insurance benefits will begin at the time the employee is non-certified or otherwise involuntarily separated and is no longer actively employed by the Employer.

2. **Work-related Injury/Disability**. An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Chapter 6, s/he shall be eligible for an Employer Contribution during that leave.

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

1. **General**. An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C1, or while eligible for workers' compensation payments as described in Section 3C2.

2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. An employee 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 employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2010. The Employer Contribution amounts and rules in effect on June 30, 2009 will continue through December 31, 2009.

A. Contribution Formula - Health Coverage.

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to one hundred (100) percent of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the 2010 and 2011 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

B. Contribution Formula - Dental Coverage.

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, 2010, and January 1, 2011, the minimum employee contribution shall be five dollars (\$5.00) per month.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

D. Contribution Formula – Employer Costs. The Employer contribution for the State Employee Group Insurance Program provided by the Employer for the 2008-2009 insurance years must not exceed in either year the amount the Employer paid for insurance in calendar year 2007 in the event the terms and conditions for the 2008-2009 SEGIP are not established in time for the 2008 insurance year open enrollment. The 2007 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 Employees.** An employee 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 employees will automatically be enrolled in basic life coverage. If employees eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.
2. **Eligibility Changes.** Employees who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

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

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

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

B. When Coverage May be Changed or Cancelled.

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

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

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
 - b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
 - c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salaried) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
 - d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.
 - e. A change in the place of residence of the employee, retiree or their spouse, or dependent.
 - f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
 - g. Family Medical Leave Act (FMLA) leave.
 - h. Judgments, decrees or orders.
 - i. A change in coverage of a spouse or dependent under another Employer's plan.
 - j. Open enrollment under the plan of another Employer.
 - k. Health Insurance 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 Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.

4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible employee status.

C. **Effective Date of Coverage.**

1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the thirty-fifth (35th) day following the employee's first day of employment, re-hire, or reinstatement with the State. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependent's coverage become effective before the employee's coverage. If an employee is not actively at work due to employee or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the employee returns to work.)

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

- a. **Basic Life.** If an employee is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the employee's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.
- b. **Medical and Dental.** If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be effective on the first day of the employee's return to work.

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

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

D. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Plan, and for dental coverage in the first year of this Plan. Each year of the Agreement, all employees shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of 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 employees at least fourteen (14) 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.** An employee 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 5D1 above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
 3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the Plan.
- E. **Coverage Selection Prior to Retirement.** An employee who retires and is eligible to continue insurance coverage as a retiree may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the month following the date of retirement.

Section 6. Basic Coverages.

A. Employee and Family Health Coverage.

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2009 through December 31, 2009, health coverage under the SEGIP will continue at the level in effect on June 30, 2009. Effective January 1, 2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.
 - a. **Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
 - 1) **Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the employee.

- 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- 3) **Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.
- 4) **Advantage Benefit Chart for Services Incurred During Plan Years 2010 and 2011.**

<u>2010 and 2011 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)	\$50/\$100	\$140/\$280	\$350/\$700	\$600/\$1,200
Office visit/urgent care copay (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$17 2) \$22	1) \$22 2) \$27	1) \$27 2) \$32	1) \$37 2) \$42
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10
Emergency room copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

<u>2010 and 2011 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>
Facility copays <ul style="list-style-type: none"> Per inpatient admission (waived for admission to Center of Excellence) Per outpatient surgery 	\$85 \$55	\$180 \$110	\$450 \$220	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services <u>NOT</u> subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20%(80% coverage after payment of 20% coinsurance)	20%(80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
<u>2008 and 2009 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>
Copay for three-tier prescription drug plan	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

- b. **Office Visit Copayments.** Each year of the Agreement, the level of the office visit copayment applicable to an employee and dependents is based upon whether the employee has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for health coaching.

- c. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- d. **Services not requiring authorization by a primary care physician within the primary care clinic.**
- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
 - 2) **Outpatient emergency and 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.
- e. **Prescription drugs.**
- 1) **Copayments and annual out-of-pocket maximums.**

For each year of the contract:

Tier 1 copayment: Ten dollar (\$10) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Sixteen dollar (\$16) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Thirty-six dollar (\$36) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.

- 2) **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- 3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
- 4) **Special Coverage for “Grandfathered Diabetic Group”**. For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the “Grandfathered Diabetic Group”), diabetic supplies are covered as follows:
 - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty (30) day supply or one hundred (100) units when purchased with insulin.
- 5) **Special Coverage for Nicotine Replacement Therapies**. There will be no copayment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program, or other program as documented by the health coach.
- f. **Special Service networks**. The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
 - 1) Mental health services – inpatient or outpatient.
 - 2) Chemical dependency services – inpatient and outpatient.
 - 3) Chiropractic services.
 - 4) Transplant coverage.
 - 5) Cardiac services.
 - 6) Home infusion therapy.
 - 7) Hospice.
- g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage**. If these individuals use the plan administrator’s national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below. All terms and conditions outlined in the Summary of Benefits will apply.

- h. **Children living with an ex-spouse outside the service area of the employee's plan administrator.** Covered children living with former spouses outside the service area of the employee's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.
 - i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.
 - 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
 - 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
 - j. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family.
 - k. **Convenience Clinics.** Services received at convenience clinics are subject to a ten dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)
3. During the 2010 plan year, the Employer shall offer a high deductible health plan as a voluntary alternative to the Minnesota Advantage Health Plan.
4. **Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the 2011 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 2011 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 2010 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.

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

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

a. **Develop programs.**

1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state employees.

2) 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 employees and their dependents.

c. **Employee participation.** The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.

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

7. **Post Retirement Health Care Benefit.** Employees who retire on or after January 1, 2008, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan, if at the time of retirement the employee is entitled to an annuity under a State retirement program. An employee who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once.

B. Employee Life Coverage.

1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

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

Health Treatment Professionals participate in the Manager's Income Protection Plan.

2. **Extended Benefits.** An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Coverages.

A. Employee and Family Dental Coverage.

1. **Coverage Options.** Eligible employees may select coverage under 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, 2010, 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.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	60% after deductible	50% after deductible
Endodontics	60% after deductible	50% after deductible
Periodontics	60% after deductible	50% after deductible
Oral Surgery	60% after deductible	50% after deductible
Crowns	60% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

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

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty five dollars (\$125) per person applies to State Dental Plan 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.

B. Life Coverage.

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

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

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

C. **Disability Coverage.**

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this Chapter, Section 5C does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.
2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Chapter, Section 5C. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from two hundred dollars (\$200) to seven thousand dollars (\$7,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the Certificate of Coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.) may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen percent (15%) of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

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

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

The limitations set forth above do not apply to Family and 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 E, F, K, N and O. The Commissioner of Minnesota Management & Budget may reassign or recompare positions to different classes and may reassign classes to different salary ranges.

The salary ranges in Appendix F are effective July 1, 2009 through June 30, 2011.

Salary Rates and Limits. The salary rate for each employee shall be set by the Appointing Authority within the limits of the salary range to which the employee's class is assigned, subject to the limitations of Personnel Rule 3900.2100 and this Chapter. An employee'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 employees in that agency. An employee's total annual salary, as defined in M.S. 43A.17, subdivision 1, shall not exceed the upper limit of compensation as provided in this Chapter. The Commissioner of Minnesota Management & Budget may grant an exemption not to exceed the employee's salary range maximum or 120% of the agency head's salary, whichever is less, as provided by M.S. 43A.17, subdivision 3, or an exemption in accord with M.S. 43A.17, subdivision 4.

Insufficient Work Time Employees. An insufficient work time employee shall be subject to the same salary provisions as provided to employees in the same class in the bargaining unit to which the employee would otherwise be assigned. If the applicable collective bargaining agreement expires or is terminated, insufficient work time employees shall be subject to the salary provisions most recently in effect for employees in the same class in the bargaining unit.

Examination Monitors. An Examination Monitor appointed in accord with M.S. 43A.08, subdivision 1(15), shall be paid a single rate of pay:

Examination Monitor 2 \$10.40/hr.

Performance-Based Salary Increases. No performance-based salary increases shall be granted to employees during fiscal year 2010. Effective January 5, 2011, an employee who is in the Plan on January 4, 2011, and whose current rate of pay does not equal or exceed the maximum of the salary range may be eligible to receive a performance-based salary increase. The increase shall be tied to performance standards and objectives. Such increase shall be in the form of an adjustment to the employee's base salary rate, not to exceed the salary range maximum. An employee may be granted one performance-based salary increase during fiscal year 2011 under this provision.

The aggregate increases granted to employees in the agency during fiscal year 2011 shall not exceed 3.5% of the aggregate salaries of eligible employees.

The Appointing Authority may withhold part or all of any increase because of performance, budget constraints or to realign internal salary relationships. At the discretion of the Appointing Authority, salary increases may be delayed and, if granted, shall be effective no later than the beginning of the first full pay period in the following June.

The increases provided in this section shall not apply to the salaries of employees covered by Appendices K, N and O, Examination Monitors and Insufficient Work Time employees, or those whose salaries are specified in statute.

Hiring Incentive. At the written request of the Appointing Authority and with the approval of the Commissioner of Minnesota Management & Budget, an agency may offer a hiring incentive of up to \$5,000 to encourage a candidate to accept an appointment in a difficult to fill position where an incentive is necessary to attract a qualified individual. Current state employees are not eligible to receive a hiring incentive. 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.

Chief Dentist Differential. The Department of Corrections may pay up to an additional 12% of the base salary of a dentist employed by the department who is assigned additional, department-wide administrative responsibilities. Selection of the employee to whom the duties are assigned is at the discretion of the Department of Corrections and the department may end or reassign the responsibilities at any time.

Achievement Awards and Other Incentive Plans. Each Appointing Authority may adopt a formal plan for the administration of lump sum payment programs for employees 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 of no more than \$2000 per individual per fiscal year 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 employees 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 employees, the total expenditure is limited to no more than \$2,000 in each fiscal year. Payments made under this section shall be effective no later than the last full payroll period in June.

Pilot Compensation Program. During the biennium, the Commissioner of Minnesota Management & Budget may implement one or more pilot programs for compensation of groups or job classes of employees unique to the Commissioner's Plan. The pilot programs may modify or replace portions of the Salary Administration Chapter as long as salary increases granted under a pilot do not exceed the cost of increases that would have been granted under the existing Salary Administration provisions.

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, an employee shall normally receive a salary increase of at least 3.5%. An Appointing Authority may grant a salary increase of up to 12% or to the midpoint of the salary range of the new class, whichever is greater. An agency human resource office with delegated salary authority or an Appointing Authority with advance approval from the Commissioner of Minnesota Management & Budget may grant a larger increase. No promotional increase shall be granted which would place an employee's rate of pay above the salary range maximum.

If an employee is promoted in accord with M.S. 43A.15, subdivision 5, the increase shall be effective 15 calendar days after receipt in Minnesota Management & Budget or an agency human resource office with delegated authority of a request determined by Minnesota Management & Budget 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 Minnesota Management & Budget 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. An employee's salary rate shall not be changed upon transfer, except for any increase required to pay the employee at the minimum of the new range or unless the employee voluntarily chooses to accept a lower rate of pay.

Salary on Demotion for Other than Cause. Upon demotion, an employee's current rate of pay shall remain the same if the rate falls within the new salary range unless the employee 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 employee volunteers to accept a lower rate or b) the demotion is the result of a reallocation to a lower class or c) the demotion is a 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 Minnesota Management & Budget 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.

An employee whose salary is over the maximum of the salary range as a result of reallocation or comparison shall not retain the amount over the maximum if the employee subsequently moves to a new classification.

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

Salary on Salary Range Reassignment. Employees 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 ten percent (10%) or the percentage difference between the maximum of the previous salary range and the maximum of the new salary range, whichever is less, or an amount to place the employee's salary at the new salary range minimum rate. The new rate of pay shall not exceed the new salary range maximum.

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

Salary on Return from Leave of Absence. Upon return from an unpaid leave of absence, an employee's salary shall be placed in the current salary range at a rate of pay which is comparable to the placement of his/her rate of pay in the salary range prior to the leave of absence, or at a higher rate with the approval of the Commissioner of Minnesota Management & Budget.

Salary on Failure to Attain Permanent Status. If a probationary employee fails to attain permanent status in a new class and is returned to his/her former class, the employee'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. When an employee is assigned in accord with the Administrative Procedure 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 employee shall receive a salary increase for the assignment in accord with the provisions of "Salary on Promotion" above. An employee working out of class in a class which is a transfer or demotion shall receive no salary adjustment.

Shift Differential. An employee working on an assigned shift which begins before 6:00 a.m. or which ends at or after 7:00 p.m. shall receive a shift differential of \$.65 per hour for all hours worked on that shift. An employee working the regular day schedule who is required to work overtime or who is called back to work for a special project is not eligible for the shift differential. An employee working a shift for which a differential is paid who is required to work overtime shall be paid the sum of his/her overtime rate of pay plus differential. The provisions of this paragraph shall not apply to State Patrol supervisors.

Project Labor Rates. An Appointing Authority may pay an employee in a skilled trades or labor class at a rate not to exceed 170% of the normal maximum for that class if the employee is engaged in a construction project of a short-term and non-recurring nature. Such temporary or emergency employees shall not be employed for more than 66 work days in a 12 month period. These employees shall not receive any of the benefits related to State employment.

Severance Pay. An employee shall be entitled to severance pay immediately following separation from 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; or
- termination resulting from abolition of an unlimited, unclassified position following 5 or more years of continuous State employment.

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

The Appointing Authority shall pay the severance described above to an individual Minnesota State Retirement System Health Care Savings Plan account, for any employee 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. In the case of layoff or death, severance shall be paid in cash. Employees receiving severance pay who do not qualify for payment to a Health Care Savings 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 employee satisfies all requirements of the administrator or 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 employee or to a Health Care Savings Plan account, over a period of up to two years from the date of separation. If the employee 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 employee's estate.

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

Employees who have been laid off and received severance pay and are reappointed to State service are eligible for additional severance only if they meet the continuous State service requirement.

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

Health and Dental Premium Account. The Employer provides insurance eligible employees with the option to pay for the employee'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 employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles, and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum expenditure of \$5,000.00 per calendar year.

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

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

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 employee. The State-paid contribution shall be in an amount matching the employee's contributions on a dollar for dollar basis, not to exceed \$300 per employee.

Once each fiscal year, employees may elect to receive either this contribution or the conversion of vacation to deferred compensation as provided in Chapter 4. Employees are eligible to receive vacation conversion to deferred compensation only if they have completed six months of continuous service in this Plan or any combination of service in the Managerial Plan, Commissioner's Plan or qualifying service in the Middle Management Association equaling at least six (6) months combined continuous service and meet the other requirements as stated in Chapter 4.

Employees must submit the appropriate forms to their Appointing Authority payroll office by June 5th of each fiscal year.

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

An employee may choose to convert some or all of his/her compensatory time bank one time during each fiscal year at a time of their choosing using the employee self-service system as long as the total hours converted in a fiscal year do not exceed 40. Conversion of compensatory time is in addition to choosing either the Employer contribution or conversion of vacation to deferred compensation.

Health Care Savings Plan. All employees, except insufficient work time employees, shall contribute 1% of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period.

General. The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for employees and interns 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. An employee 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.

<u>Situation</u>	<u>Rate Per Mile</u>
<ul style="list-style-type: none"> • Use of personal automobile when a State-owned vehicle is not available. 	Federal IRS mileage reimbursement rate
<ul style="list-style-type: none"> • Use of personal automobile when a State-owned vehicle is available and declined by the employee. 	Federal IRS mileage reimbursement rate less \$0.07
<ul style="list-style-type: none"> • Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access. 	Federal IRS mileage reimbursement rate plus \$0.09
<ul style="list-style-type: none"> • Use of personal aircraft provided that the employee demonstrates 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. 	Federal IRS mileage reimbursement rate

In addition to mileage, actual parking fees and toll charges shall be reimbursed. At the sole discretion of the Appointing Authority, employees 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.

Employees 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 an employee does not report to the permanent work location during the day or makes business calls before or after reporting to the permanent work location, the allowable mileage is: (1) the lesser of the mileage from the employee's residence to the first stop or from 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 employee's residence or from the last stop to his/her permanent work location.

Employees 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, employees 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 employee the amount of the anticipated expenses upon the employee's request made a reasonable period of time prior to the travel date. If the amount advanced exceeds the actual expenses, the employee shall return the excess within two weeks of return from travel. The Appointing Authority may issue the employee 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 shall 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. Employees shall be reimbursed for meals under the following conditions:
 1. **Breakfast.** Breakfast reimbursements may be claimed if the employee leaves home before 6:00 a.m. or is away from home overnight.
 2. **Lunch.** Lunch reimbursements may be claimed if the employee 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 employee 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 and any location outside the 48 contiguous United States, the maximum reimbursement shall be:

Breakfast	\$ 8.00
Lunch	10.00
Dinner	17.00

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 H 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.

Employees 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 employees 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 employee 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 up to \$3.00.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00, each week after the first week an employee 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 an employee under the provisions of this or any other chapter in this Plan.

Uniforms. If an Appointing Authority requires an employee to wear a uniform, the Appointing Authority shall supply the initial uniform and the employee shall be responsible for the maintenance of the uniform.

General Eligibility. An employee may be reimbursed for relocation expenses only if the employee obtains prior authorization from the Appointing Authority before incurring any reimbursable expenses and only if the employee completes the change of residence within 12 months of the date of appointment or reassignment. The Appointing Authority may approve time extensions in individual situations.

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

Mandatory Reimbursement. An Appointing Authority shall reimburse an employee 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 (not promotion) more than 35 miles from the employee's present work location; or
- a move to a new position more than 35 miles from the employee's present work location is incurred as the result of the application of the layoff provisions of Chapter 10.

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

Discretionary Reimbursement. An Appointing Authority may reimburse an employee for relocation expenses incurred as the result of a work-related move, of more than 35 miles from the employee's present work location in situations other than those listed above including promotions 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 employee or fees required to break a lease on the employee'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 employee's household goods. Neither the State of Minnesota nor any of its agencies shall be responsible for the loss nor damage to any employee'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 employee'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 employee'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 employee's primary residence.
- Temporary living expenses for the employee under the provisions of Chapter 15, Expense Reimbursement, using one of the following options, which shall be chosen by the Appointing Authority after consultation with the employee.

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

Option 2: Reimbursement for actual lodging, meal and other standard travel expenses at the temporary residence and the cost of return trips to the old residence once a week, for a period ending when the employee moves into his/her new permanent residence, or 90 calendar days after the effective date of the appointment making the employee 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 temporary residence and the cost of return trips to the old residence once a week until the employee 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.

Employees 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.

Employees 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 employee compared to reimbursement for restaurant meals.

Employees receiving reimbursement under Options 2 or 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 employee'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 employee's family from the old work location to the new work location at the time of the move, consistent with the provisions of Chapter 15 on Expense Reimbursement.
- At the option of the Appointing Authority, up to \$750.00 for employment assistance provided to the employee'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.

Rental Rates. An Appointing Authority shall not require an employee to pay rent when occupying a State-owned residence as a condition of employment. An employee 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 an employee to vacate a State-owned residence, the employee shall be given not less than six calendar months in which to find alternate housing, except in instances where the employee 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 employee shall pay for utilities unless the Appointing Authority requires an employee 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 employee 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 employee. The employee 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 employee may be held responsible for alteration or damage beyond ordinary wear.

Safety Promotion. The Employer is accountable for ensuring that all departments and agencies in the executive branch establish and maintain effective health and safety programs for State workers. It ensures that these programs meet minimum Employer standards and maintain compliance with federal, state, and local regulations. In coordinating a consistent approach to occupational health, safety, and the management of workers' compensation throughout State service, the Employer provides guidance to State agencies by setting achievable statewide goals and policies, assists in the development and delivery of departmental programs, administers workers' compensation claims, identifies health and safety resources, and designs effective training programs.

The Employer will strive to meet this responsibility and will continue to improve our Health and Safety Program wherever possible to reduce and eliminate hazards at every opportunity.

It shall be the policy of the Appointing Authority to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and failure to use this equipment and procedures may result in disciplinary action. Employees shall cooperate in all safety and accident prevention programs.

The employee's personal health and safety depend primarily on the employee. Safety is acquired through constant attention to good work practices and the application of good, common sense. Employees shall immediately notify their supervisor of all incidents of workplace violence, unsafe equipment or hazardous job conditions.

Protective Equipment. The Appointing Authority shall provide and maintain protective equipment or clothing, including safety glasses, safety helmets, and safety vests whenever such equipment is required as a condition of employment by State or Federal regulation.

Medical Examinations. If required by the Appointing Authority as part of general health and safety programs or to comply with State and Federal health and safety requirements, medical examinations shall be provided at no cost to the employee. The Appointing Authority shall receive a copy of the medical report.

Work-Related Injuries. An employee who is injured or who is involved in an accident during the course of his/her employment shall report the accident to his/her immediate supervisor as soon as possible after the injury or accident occurs.

VDT/CRT Operations. Employees operating VDT or CRT equipment for a continuous period of four hours shall be given a five minute rest period or an alternative work assignment for at least five minutes, in addition to normal meal and rest periods.

Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her department. The Appointing Authority will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence.

Injured on Duty Pay. An employee 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 an aggressive, criminal and/or intentional and overt act of a person or be incurred while attempting to apprehend or take into custody such person. To be eligible for such pay, an employee 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 police officer injured while apprehending an employee would receive injured on duty pay if injured by the intentional act of that employee.

An eligible employee shall receive compensation in an amount equal to the difference between the employee'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 employee's regular hourly rate of pay per disabling injury, and shall not affect the employee's regular accrued vacation, sick leave, or overtime credits.

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

Other Job-Related Injuries. An employee 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 from vacation or sick leave accruals. An employee who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use accumulated vacation leave, sick leave, and/or compensatory time, 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 employee retains the workers' compensation benefit check and receives payments from sick leave, vacation leave and/or compensatory time 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 employee (M.S. 176.021, subdivision 5). Employees shall notify the Appointing Authority in writing of whether and how they wish to supplement their workers' compensation check through use of sick leave, vacation leave and/or compensatory time. Sick leave must be exhausted before vacation leave or compensatory time is used. If an employee uses leave and/or compensatory time while awaiting a determination on a workers' compensation claim, the Appointing Authority shall collect the payroll overpayment through prior pay period adjustments and restore to the employee's balance the number of hours equal to the workers' compensation check divided by the employee's hourly rate.
- Alternatively, the employee retains the workers' compensation benefit check and takes an unpaid medical leave as provided in Chapter 6 during the time s/he is unable to work.
- An employee shall return from medical leave as provided in Chapter 6 as long as the employee's medical release (with or without restrictions) enables the employee to perform the essential functions of the position as determined by the Appointing Authority.

Vacation and Sick Leave Accruals. An eligible employee receiving workers' compensation benefits supplemented by vacation leave, sick leave, and/or compensatory time shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, vacation leave, and compensatory time. An employee on unpaid medical leave does not accrue vacation or sick leave.

Insurance. For employees who are off the State payroll due to a work-related injury or disability, benefits provided under Chapter 13 of this Plan shall continue as long as the employee is receiving workers' compensation payments or is on an approved 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 employee 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 Minnesota Management & Budget. At the request of an agency head, the Commissioner of Minnesota Management & Budget may provide an early retirement incentive plan for certain employees. To be eligible for the early retirement incentive, employees 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 employees were entitled at the time of retirement, subject to any changes in benefits or coverages for employees 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 employee 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 Savings Plan. 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 employee was receiving at the time of retirement times the number of months until the employee 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 Supervisors and Corrections Employees.

A. **Early Retirement Incentive.** This incentive is available to employees 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. Employees who meet these criteria and retire at or after age 55 and on or after the date this Plan is approved by the Joint Subcommittee on Employee Relations, shall be entitled to receive an Employer contribution toward health and dental insurance coverage in accordance with the following:

- Subject to the provisions set forth in paragraph C, employees with 10 years in a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Fund and in which the employee and the Employer made the statutorily required retirement contributions.
- If the employee meets the criteria above, the Employer shall pay the full Employer contribution for health and dental insurance, as specified in Chapter 13, until the employee reaches age 65. The employee shall be responsible for payment of the employee contribution.

- B. **Pre-Fifty-Five Early Retirement Incentive.** This incentive is available to employees 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 on or after the date this Plan is approved by the Joint Subcommittee on Employee Relations. 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 employee at the time of retirement times the percentage calculated as follows:

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

- C. **Conditions for eligibility to the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive.** The employee must be in payroll status, in a position covered by the State Patrol Retirement Plan or the Correctional Employees Retirement Plan for a minimum of 5 consecutive years prior to the time of retirement and during the 5 years the employee and the Employer were paying the statutorily required contributions to the State Patrol or Corrections Retirement Plans. However, employees 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 employees 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.

Law Enforcement Supervisors and Corrections employees 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.

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

An employee 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 employee completing all required forms and continuing to pay any required premium.

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

Modification of Early Retirement Incentives. The Commissioner of Minnesota Management & Budget 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 Minnesota Management & Budget developed in accord with M.S. 43A.04, subdivision 4.

"Advisory Testing" means a process used to determine an employee's qualifications in some transfer, demotion and/or layoff situations.

"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. See Chapter 8.

"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.

"Class Specifications" means the Minnesota Management & Budget's description of a job classification including typical responsibilities and the knowledge, skills and abilities required.

"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 Minnesota Management & Budget unless otherwise specified.

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

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

"Delegated Authority" means the responsibility and accountability given to an agency by Minnesota Management & Budget to perform certain classification, compensation, selection or appointment functions. This authority varies from agency to agency.

"Demotion" means the downward movement of an employee 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 Minnesota Management & Budget 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.

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

"Employer" means, for employees of the Executive Branch and the three retirement systems, Minnesota Management & Budget.

"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.

"FLSA (Fair Labor Standards Act)" is a federal law which governs hours of work and overtime provisions for all workers.

"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.

"Health Treatment Professional" means an employee in the Health Treatment Bargaining Unit or an employee whose position has been assigned to that bargaining unit but who is not covered under the provisions of a collective bargaining agreement and who is not a Medical Specialist.

"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).

"Insufficient Work Time Employee" means an employee who works less than 14 hours per week or less than 67 days in any calendar year. See Chapter 1.

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

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

"MMB" means Minnesota Management & Budget.

"Mobility Assignment" means a voluntary, limited assignment of a classified employee 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.

"Organizational Unit" means a subdivision of an agency established under the provisions of Chapter 10 of this Plan.

"OSHA (Occupational Safety and Health Act)" is a federal law which governs safety and health issues in the workplace.

"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 whose probationary period is waived through specific statutory direction.

"Probationary Period" 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 an employee 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 employee at the minimum of the new range.

"Provisional" means an appointment in accord with M.S. 43A.15, subdivision 4, when there is no fully qualified person suitable or available 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. See Chapter 8.

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

"Recall" means the reappointment of an employee from a layoff list. See Chapter 10.

"Reclassification" means changing the assignment of a position to a higher, lower, or comparable class. See Chapter 8.

"Recomparison" 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.

"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.

"Student Worker" means an unclassified employee in accord with M.S. 43A.08, subdivision 1(16), who is currently enrolled in an educational institution while working part-time or full-time. Student workers differ from interns in that they are not working to fulfill an academic requirement or to receive academic credit.

"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 an employee 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 employee'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 1983, Rule 3900.0400.)

B

Vacation Leave Proration Schedule

Commissioner's Plan Except Health Treatment Professionals

Length of Service Requirement

<u>No. Hours Worked/Paid During Pay Period**</u>	<u>0 through 5 years</u>	<u>After 5 through 8 years</u>	<u>After 8 through 12 years</u>	<u>After 12 through 18 years</u>	<u>After 18 through 25 years</u>	<u>After 25 through 30 years</u>	<u>After 30 years</u>
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1.25	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	3.50	4.50	6.25	6.75	7	7.50	8
At least 79.5	4	5	7	7.50	8	8.50	9

Health Treatment Professionals

Length of Service Requirement

<u>No. Hours Worked/Paid During Pay Period**</u>	<u>0 through 5 years</u>	<u>After 5 through 8 years</u>	<u>After 8 through 10 years</u>	<u>After 10 through 18 years</u>	<u>After 18 through 25 years</u>	<u>After 25 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, paid holidays and compensatory time off. Overtime hours are included in "hours worked/paid" based on the number of hours worked, not the number of hours compensated.

C

Sick Leave Proration Schedule

<u>Number of Hours Worked/Paid During Pay Period**</u>	<u>Number of Hours Accrued</u>
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, paid holidays and compensatory time off. Overtime hours are included in “hours worked/paid” based on the number of hours worked, not the number of hours compensated.

D

Holiday Proration Schedule

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

<u>Hours That Would Have Been Worked During The Pay Period Had There Been No Holiday</u>	<u>Holiday Hours Earned For Each Holiday in the Pay Period</u>
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

E

Salary Range Assignments

Salary ranges for other classes with positions covered by this Plan are listed in the on-line salary plan located at <http://www.mmb.state.mn.us/comp-salary-plans> and in the appendices of the appropriate collective bargaining agreements.

Classes and Salaries as of July 1, 2009

<u>Job Code</u>	<u>Job Title</u>	<u>Grid #</u>	<u>Comp Code</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
000987	Admin Systems Supv	N16G	25P	31.19	53.33
008621	Appeals Court Attorney	N14G	08L	18.10	26.39
000095	Attorney 1	N14G	14L	22.18	32.69
000096	Attorney 2	N14G	16L	23.74	35.22
003825	Behavioral Med Practitioner	N14O	20O	27.33	45.17
002782	Chief Classification Analyst	N14G	16L	23.74	35.22
002312	Comp Attorney	N14G	16L	23.74	35.22
002313	Comp Attorney Princ	N14G	20L	27.33	40.63
002364	Compensation Program Analyst	N14G	20L	27.33	40.63
000228	Dentist	N14G	31L	40.63	59.91
003204	Employee Assistance Cons Sr	N14G	13L	21.40	31.58
003164	Health Financial Analyst	N14G	14L	22.18	32.69
001000	Information Syst Manager	N16G	25P	31.19	53.33
002482	Labor Relations Rep	N14G	10L	19.33	28.35
002692	Labor Relations Rep Principal	N14G	22L	29.38	43.61
002483	Labor Relations Rep Senior	N14G	14L	22.18	32.69
002541	Management Development Tng Crd	N14G	14L	22.18	32.69
003220	Management Info Syst Supv 2	N16G	20P	25.93	44.65
000075	Mediator	N14G	22L	29.38	43.61
001749	NR Dist Supv - Enforcement	N1C	30B	32.42	38.49
000881	Personnel Aide	N7	61M	14.61	20.31
001486	Personnel Aide Senior	N7	63M	15.28	21.52
000499	Personnel Director 1	N16E	17K	22.45	32.59
000500	Personnel Director 2	N16E	20K	25.08	36.29
000498	Personnel Officer	N14G	05L	16.41	23.74
003726	Personnel Officer Prin Supv	N16E	15K	20.89	30.28
003017	Personnel Officer Princ	N14G	10L	19.33	28.35
001423	Personnel Officer Senior	N14G	08L	18.10	26.39
002368	Personnel Officer Senior Supv	N16E	12K	18.64	27.07
002367	Personnel Officer Supervisor	N16E	09K	16.90	24.23
000652	Personnel Representative	N14G	13L	21.40	31.58
001547	Personnel Services Supv 1	N16E	20K	25.08	36.29
002781	Personnel Services Supv 2	N16E	22K	27.07	38.97
000367	Pharmacist	N14G	27L	35.22	52.10
001883	Pharmacist Senior	N14G	30L	39.25	57.74
001347	Pharmacy Surveyor	N14G	30L	39.25	57.74
001730	Pilot	N14G	18L	25.51	37.93
001731	Pilot Chief	N16E	25K	30.28	43.35
003538	Podiatrist	N14G	28L	36.50	53.90
007993	State Patrol Captain	N16A	31B	35.25	41.85
007992	State Patrol Lieutenant	N16A	30B	32.42	38.49
007994	State Patrol Major	N16A	32B	39.22	46.56
002132	Systems Analysis Unit Supv	N16G	21P	26.90	46.49

<u>Job Code</u>	<u>Job Title</u>	<u>Grid #</u>	<u>Comp Code</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
001089	Systems Supervisor	N16G	23P	28.96	49.70
000751	Veterinarian	N14G	17L	24.61	36.50
003295	Workers Comp Claims Mgt Supv 2	N16E	23K	28.13	40.43

APPENDIX F
Compensation Grid N1C
DNR Enforcement Supervisors
Range 30
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	
Step		01	02	
Range		Range		
30	YR	67,693	80,367	30
	MO	5,641	6,697	
	HR	32.42	38.49	
Step		01	02	
Comp Code		A	B	
YR - Yearly Salary Rate				
MO - Monthly Salary Rate				
HR - Hourly Salary Rate				

APPENDIX F
Compensation Grid N6
Commissioner's Plan Clerical
Ranges 42 - 77
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
42	HR	9.44	9.64	9.90	10.10	10.34	10.62	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52		42
	YR	19,711	20,128	20,671	21,089	21,590	22,175	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142		
43	HR	9.64	9.90	10.10	10.34	10.62	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74		43
	YR	20,128	20,671	21,089	21,590	22,175	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601		
44	HR	9.90	10.10	10.34	10.62	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.04		44
	YR	20,671	21,089	21,590	22,175	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,228		
45	HR	10.10	10.34	10.62	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.04	13.34		45
	YR	21,089	21,590	22,175	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,228	27,854		
46	HR	10.34	10.62	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.04	13.34	13.61		46
	YR	21,590	22,175	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,228	27,854	28,418		
47	HR	10.62	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.04	13.34	13.61	13.90		47
	YR	22,175	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,228	27,854	28,418	29,023		
48	HR	10.85	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.04	13.34	13.61	13.90	14.22		48
	YR	22,655	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,228	27,854	28,418	29,023	29,691		
49	HR	11.13	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.01	13.34	13.61	13.90	14.22	14.54		49
	YR	23,239	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,165	27,854	28,418	29,023	29,691	30,360		
50	HR	11.36	11.63	11.89	12.08	12.26	12.52	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87		50
	YR	23,720	24,283	24,826	25,223	25,599	26,142	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049		
51	HR	11.63	11.89	12.08	12.26	12.52	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22		51
	YR	24,283	24,826	25,223	25,599	26,142	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779		
52	HR	11.89	12.08	12.26	12.52	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	52
	YR	24,826	25,223	25,599	26,142	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	
53	HR	12.08	12.26	12.52	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10		53
	YR	25,223	25,599	26,142	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617		
54	HR	12.26	12.52	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50		54
	YR	25,599	26,142	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452		
55	HR	12.52	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93		55
	YR	26,142	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350		
56	HR	12.74	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	56
	YR	26,601	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	
57	HR	13.01	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	57
	YR	27,165	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	
58	HR	13.27	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37		58
	YR	27,708	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357		
59	HR	13.59	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	59
	YR	28,376	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX F
Compensation Grid N6 (cont.)
Commissioner's Plan Clerical
Ranges 42 - 77
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
60	HR	13.90	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	60
	YR	29,023	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	
61	HR	14.22	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01		61
	YR	29,691	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781		
62	HR	14.54	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59		62
	YR	30,360	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992		
63	HR	14.87	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14		63
	YR	31,049	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140		
64	HR	15.22	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69		64
	YR	31,779	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289		
65	HR	15.63	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27		65
	YR	32,635	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500		
66	HR	16.10	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90		66
	YR	33,617	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815		
67	HR	16.50	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52		67
	YR	34,452	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110		
68	HR	16.93	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10		68
	YR	35,350	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321		
69	HR	17.39	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79		69
	YR	36,310	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762		
70	HR	17.86	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41		70
	YR	37,292	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056		
71	HR	18.37	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03		71
	YR	38,357	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351		
72	HR	18.84	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03	26.66		72
	YR	39,338	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351	55,666		
73	HR	19.46	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03	26.66	27.25		73
	YR	40,632	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351	55,666	56,898		
74	HR	20.01	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03	26.66	27.25	27.94		74
	YR	41,781	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351	55,666	56,898	58,339		
75	HR	20.59	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03	26.66	27.25	27.94	28.53		75
	YR	42,992	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351	55,666	56,898	58,339	59,571		
76	HR	21.14	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03	26.66	27.25	27.94	28.53	29.16		76
	YR	44,140	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351	55,666	56,898	58,339	59,571	60,886		
77	HR	21.69	22.27	22.90	23.52	24.10	24.79	25.41	26.03	26.66	27.25	27.94	28.53	29.16	29.77		77
	YR	45,289	46,500	47,815	49,110	50,321	51,762	53,056	54,351	55,666	56,898	58,339	59,571	60,886	62,160		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX F
Compensation Grid N7
Commissioner's Plan Technical
Ranges 42 - 77
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
42	HR	9.44	9.64	9.90	10.10	10.34	10.63	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72		42
	YR	19,711	20,128	20,671	21,089	21,590	22,195	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559		
43	HR	9.64	9.90	10.10	10.34	10.63	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98		43
	YR	20,128	20,671	21,089	21,590	22,195	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102		
44	HR	9.90	10.10	10.34	10.63	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.34		44
	YR	20,671	21,089	21,590	22,195	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,854		
45	HR	10.10	10.34	10.63	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.34	13.65		45
	YR	21,089	21,590	22,195	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,854	28,501		
46	HR	10.34	10.63	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.34	13.65	13.93		46
	YR	21,590	22,195	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,854	28,501	29,086		
47	HR	10.63	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.34	13.65	13.93	14.28		47
	YR	22,195	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,854	28,501	29,086	29,817		
48	HR	10.88	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.34	13.65	13.93	14.28	14.61		48
	YR	22,717	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,854	28,501	29,086	29,817	30,506		
49	HR	11.18	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.25	13.65	13.93	14.28	14.61	14.97		49
	YR	23,344	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,666	28,501	29,086	29,817	30,506	31,257		
50	HR	11.51	11.71	11.98	12.21	12.48	12.72	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28		50
	YR	24,033	24,450	25,014	25,494	26,058	26,559	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905		
51	HR	11.71	11.98	12.21	12.48	12.72	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68		51
	YR	24,450	25,014	25,494	26,058	26,559	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740		
52	HR	11.98	12.21	12.48	12.72	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17		52
	YR	25,014	25,494	26,058	26,559	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763		
53	HR	12.21	12.48	12.72	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70		53
	YR	25,494	26,058	26,559	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870		
54	HR	12.48	12.72	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13		54
	YR	26,058	26,559	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767		
55	HR	12.72	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60		55
	YR	26,559	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749		
56	HR	12.98	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09		56
	YR	27,102	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772		
57	HR	13.25	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64		57
	YR	27,666	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920		
58	HR	13.59	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11		58
	YR	28,376	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902		
59	HR	13.90	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70		59
	YR	29,023	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX F
Compensation Grid N7 (cont.)
Commissioner's Plan Technical
Ranges 42 - 77
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
60	HR	14.28	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31		60
	YR	29,817	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407		
61	HR	14.61	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92		61
	YR	30,506	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681		
62	HR	14.97	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52		62
	YR	31,257	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934		
63	HR	15.28	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16		63
	YR	31,905	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270		
64	HR	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76		64
	YR	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523		
65	HR	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43		65
	YR	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922		
66	HR	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06		66
	YR	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237		
67	HR	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79		67
	YR	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762		
68	HR	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46		68
	YR	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160		
69	HR	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12		69
	YR	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539		
70	HR	18.64	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78		70
	YR	38,920	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917		
71	HR	19.11	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50		71
	YR	39,902	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420		
72	HR	19.70	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50	28.16		72
	YR	41,134	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420	58,798		
73	HR	20.31	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50	28.16	28.88		73
	YR	42,407	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420	58,798	60,301		
74	HR	20.92	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50	28.16	28.88	29.55		74
	YR	43,681	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420	58,798	60,301	61,700		
75	HR	21.52	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50	28.16	28.88	29.55	30.23		75
	YR	44,934	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420	58,798	60,301	61,700	63,120		
76	HR	22.16	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50	28.16	28.88	29.55	30.23	30.91		76
	YR	46,270	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420	58,798	60,301	61,700	63,120	64,540		
77	HR	22.76	23.43	24.06	24.79	25.46	26.12	26.78	27.50	28.16	28.88	29.55	30.23	30.91	31.54		77
	YR	47,523	48,922	50,237	51,762	53,160	54,539	55,917	57,420	58,798	60,301	61,700	63,120	64,540	65,856		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX F
Compensation Grid N14F
Commissioner's Plan Information Technology Specialists
Ranges 06-21
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Range																		Range
06	YR	36,498	37,751	38,962	40,278	41,572	43,034	44,516	46,040	47,690	49,298	50,989	52,952	54,768				06
	MO	3,042	3,146	3,247	3,356	3,464	3,586	3,710	3,837	3,974	4,108	4,249	4,413	4,564				
	HR	17.48	18.08	18.66	19.29	19.91	20.61	21.32	22.05	22.84	23.61	24.42	25.36	26.23				
09	YR	40,278	41,572	43,034	44,516	46,040	47,690	49,298	50,989	52,952	54,873	56,773	58,819	61,053	63,183	65,480		09
	MO	3,356	3,464	3,586	3,710	3,837	3,974	4,108	4,249	4,413	4,573	4,731	4,902	5,088	5,265	5,457		
	HR	19.29	19.91	20.61	21.32	22.05	22.84	23.61	24.42	25.36	26.28	27.19	28.17	29.24	30.26	31.36		
14	YR	47,690	49,298	50,989	52,952	54,873	56,773	58,819	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,404		14
	MO	3,974	4,108	4,249	4,413	4,573	4,731	4,902	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,534		
	HR	22.84	23.61	24.42	25.36	26.28	27.19	28.17	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.55		
17	YR	52,952	54,873	56,773	58,819	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,530	81,599	84,376	87,383		17
	MO	4,413	4,573	4,731	4,902	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,544	6,800	7,031	7,282		
	HR	25.36	26.28	27.19	28.17	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.61	39.08	40.41	41.85		
19	YR	56,773	58,819	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,530	81,599	84,376	87,362	90,473	93,751	97,071	19
	MO	4,731	4,902	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,544	6,800	7,031	7,280	7,539	7,813	8,089	
	HR	27.19	28.17	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.61	39.08	40.41	41.84	43.33	44.90	46.49	
21	YR	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,530	81,599	84,376	87,362	90,473	93,751	97,155	100,683	104,149	21
	MO	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,544	6,800	7,031	7,280	7,539	7,813	8,096	8,390	8,679	
	HR	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.61	39.08	40.41	41.84	43.33	44.90	46.53	48.22	49.88	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	

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

APPENDIX F
Compensation Grid N14G
Commissioner's Plan Professional Employees
Ranges 01-31
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
01	YR	29,316	30,464	31,779	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	01
	MO	2,443	2,539	2,648	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	
	HR	14.04	14.59	15.22	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	
02	YR	30,464	31,779	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	02
	MO	2,539	2,648	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	
	HR	14.59	15.22	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	
03	YR	31,779	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	03
	MO	2,648	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	
	HR	15.22	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	
04	YR	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	04
	MO	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	
	HR	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	
05	YR	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	05
	MO	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	
	HR	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	
06	YR	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	06
	MO	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	
	HR	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	
07	YR	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	07
	MO	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	
	HR	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	
08	YR	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	08
	MO	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	
	HR	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	
09	YR	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	09
	MO	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	
	HR	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	
10	YR	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	10
	MO	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	
	HR	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	
11	YR	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	11
	MO	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	
	HR	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	
12	YR	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	12
	MO	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	
	HR	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	
13	YR	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	13
	MO	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	
	HR	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	
14	YR	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	14
	MO	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	
	HR	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	
15	YR	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	15
	MO	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	
	HR	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX F
Compensation Grid N14G (cont.)
Commissioner's Plan Professional Employees
Ranges 01-31
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
16	YR	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	16
	MO	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	
	HR	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	
17	YR	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	17
	MO	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	
	HR	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	
18	YR	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	18
	MO	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	
	HR	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	
19	YR	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	19
	MO	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	
	HR	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	
20	YR	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	20
	MO	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	
	HR	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	
21	YR	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	21
	MO	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	
	HR	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	
22	YR	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	22
	MO	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	
	HR	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	
23	YR	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	23
	MO	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	
	HR	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	
24	YR	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	24
	MO	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	
	HR	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	
25	YR	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	25
	MO	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	
	HR	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	
26	YR	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	26
	MO	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	
	HR	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	
27	YR	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	27
	MO	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	
	HR	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	
28	YR	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	112,543	28
	MO	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	9,379	
	HR	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	53.90	
29	YR	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	112,543	116,490	29
	MO	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	9,379	9,707	
	HR	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	53.90	55.79	
30	YR	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	112,543	116,490	120,561	30
	MO	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	9,379	9,707	10,047	
	HR	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	53.90	55.79	57.74	
31	YR	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	112,543	116,490	120,561	125,092	31
	MO	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	9,379	9,707	10,047	10,424	
	HR	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	53.90	55.79	57.74	59.91	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX F
Compensation Grid N14O
Health Treatment Professionals
Range 20
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
Range																
20	YR	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315
	MO	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860
	HR	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O

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

APPENDIX F
Compensation Grid N16A
Commissioner's Plan State Patrol Supervisors
Ranges 30-32
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	
Step		01	02	
Range		Range		
30	YR	67,693	80,367	30
	MO	5,641	6,697	
	HR	32.42	38.49	
31	YR	73,602	87,383	31
	MO	6,134	7,282	
	HR	35.25	41.85	
32	YR	81,891	97,217	32
	MO	6,824	8,101	
	HR	39.22	46.56	
Step		01	02	
Comp Code		A	B	

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

APPENDIX F
Compensation Grid N16E
Commissioner's Plan Supervisory Employees
Ranges 01-29
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
01	YR	28,606	29,295	30,005	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709		01
	MO	2,384	2,441	2,500	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142		
	HR	13.70	14.03	14.37	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06		
02	YR	29,295	30,005	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816		02
	MO	2,441	2,500	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235		
	HR	14.03	14.37	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59		
03	YR	30,005	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236		03
	MO	2,500	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353		
	HR	14.37	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27		
04	YR	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593		04
	MO	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466		
	HR	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92		
05	YR	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593	42,470		05
	MO	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466	3,539		
	HR	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92	20.34		
06	YR	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593	42,470	44,161	45,477	06
	MO	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466	3,539	3,680	3,790	
	HR	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92	20.34	21.15	21.78	
07	YR	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593	42,470	44,161	45,477		07
	MO	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466	3,539	3,680	3,790		
	HR	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92	20.34	21.15	21.78		
08	YR	34,368	35,287	36,603	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	08
	MO	2,864	2,941	3,050	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	
	HR	16.46	16.90	17.53	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	
09	YR	35,287	36,603	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	09
	MO	2,941	3,050	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	
	HR	16.90	17.53	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	
10	YR	36,603	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	10
	MO	3,050	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	
	HR	17.53	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	
11	YR	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	11
	MO	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	
	HR	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	
12	YR	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	12
	MO	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	
	HR	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	
13	YR	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	13
	MO	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	
	HR	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	
14	YR	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	14
	MO	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	
	HR	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	
15	YR	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	15
	MO	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	
	HR	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX F
Compensation Grid N16E (cont.)
Commissioner's Plan Supervisory Employees
Ranges 01-29
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
16	YR	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	16
	MO	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	
	HR	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	
17	YR	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	17
	MO	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	
	HR	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	
18	YR	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	18
	MO	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	
	HR	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	
19	YR	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	19
	MO	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	
	HR	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	
20	YR	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	20
	MO	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	
	HR	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	
21	YR	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	21
	MO	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	
	HR	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	
22	YR	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	22
	MO	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	
	HR	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	
23	YR	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	23
	MO	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	
	HR	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	
24	YR	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	24
	MO	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	
	HR	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	
25	YR	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	25
	MO	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	
	HR	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	
26	YR	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	26
	MO	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	
	HR	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	
27	YR	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	100,746	27
	MO	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	8,396	
	HR	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	48.25	
28	YR	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	100,746	104,358	28
	MO	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	8,396	8,697	
	HR	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	48.25	49.98	
29	YR	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	100,746	104,358		29
	MO	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	8,396	8,697		
	HR	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	48.25	49.98		
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX F
Compensation Grid N16G
Commissioner's Plan Information Technology Supervisors
Ranges 15 - 25
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Range																		Range
15	YR	45,038	46,709	48,483	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125						15
	MO	3,753	3,892	4,040	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427						
	HR	21.57	22.37	23.22	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19						
16	YR	46,709	48,483	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704				16
	MO	3,892	4,040	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059				
	HR	22.37	23.22	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82				
17	YR	48,483	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398				17
	MO	4,040	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283				
	HR	23.22	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11				
18	YR	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029				18
	MO	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502				
	HR	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37				
19	YR	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	19
	MO	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	
	HR	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	
20	YR	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	20
	MO	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	
	HR	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	
21	YR	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	21
	MO	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	
	HR	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	
22	YR	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	22
	MO	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	
	HR	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	
23	YR	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	103,774	23
	MO	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	8,648	
	HR	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	49.70	
24	YR	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	103,774	107,532	24
	MO	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	8,648	8,961	
	HR	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	49.70	51.50	
25	YR	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	103,774	107,532	111,353	25
	MO	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	8,648	8,961	9,279	
	HR	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	49.70	51.50	53.33	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	

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

G

Statutory Appeal Procedure For Discharge, Suspension, Demotion or Reduction in Pay

M.S. 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 [609.342](#), [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 Bureau of Mediation Services 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) Within ten days of receipt of the employee's written notice of appeal, the commissioner of the Bureau of Mediation Services shall provide both parties with a list of potential arbitrators according to the rules of the Bureau of Mediation Services to hear the appeal. The process of selecting the arbitrator from the list shall be determined by the plan. The hearing shall be conducted pursuant to the rules of the Bureau of Mediation Services. If the arbitrator 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 arbitrator finds that there exists sufficient grounds for institution of the appointing authority's action but the hearing record establishes extenuating circumstances, the arbitrator may reinstate the employee, with full, partial, or no pay, or may modify the appointing authority's action. The appointing authority shall bear the costs of the arbitrator for hearings provided for in this section.

History: 1981 c 210 s 33; 1982 c 424 s 130; 1982 c 560 s 31-33; 1984 c 425 s 1; 1984 c 462 s 27; 1984 c 544 s 82,83; 1986 c 444; 1987 c 186 s 10; 2005 c 114 s 1

H

High Cost Centers for Meal Reimbursement

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, Suffolk, Middlesex and Essex Counties in Massachusetts
Du Page, Cook and Lake Counties
Cuyahoga County
Dallas and Tarrant Counties
Denver, Adams, Arapahoe and Jefferson Counties
Wayne, Macomb and Oakland Counties
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 Bergan, 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
The Counties of San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa Barbara
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

I Rights to Access and Contest Data

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.

Other Policies; Statewide Policy on FMLA

Following is a list of other documents which may be of interest to employees covered by this Plan. To review a copy, contact your agency human resource office. In addition, the asterisked items are available on the Minnesota Management & Budget web page at www.mmb.state.mn.us.

*Frequently Asked Question on FMLA (Family and Medical Leave Act) -- revised May, 2006

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.

1/09

STATEWIDE POLICY ON FMLA

Purpose

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

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.

In addition, an eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a “single 12-month period.”

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 2009.

“ACTIVE DUTY” 825.126

“Active duty” is defined as duty under a call or order to active duty (or notification of an impending call or order) in support of a contingency operation and includes,

- 1) Retired members of the Regular Armed Forces and members of retired Reserve who retired after completing 20 years of active service;
- 2) All reserve unit component members in case of war or national emergency;
- 3) Unassigned members of the Ready Reserve; and
- 4) The National Guard and state military during war or cases of national emergency as declared by the President or Congress.

“COVERED SERVICEMEMBER” 825.126

This includes the employee’s spouse, son, daughter (including employee’s biological, adopted, or foster child, step child, legal ward or a child for whom the employee stood in loco parentis), or parent (including employee’s biological adoptive, step or foster father or mother or any other individual who stood in loco parentis) on active duty or called to active duty service.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER OR A COVERED SERVICEMEMBER" 825.124 and 825.127

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

- 1) Because of a serious health condition, the family member or covered servicemember 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 covered servicemembers, or to make arrangements for changes in care, such as transfer to a nursing home.
- 4) The employee may be needed to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy or in outpatient status, or otherwise on the temporary disability retirement list.

"HEALTH CARE PROVIDER" 825.125

- 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, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law.
 - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

- 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" 825.122

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" 825.122

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.

"NEXT OF KIN" 825.127

The next of kin of a covered service member is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority:

- 1) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- 2) Brothers and sisters;
- 3) Grandparents;
- 4) Aunts and uncles;
- 5) First cousins;

unless the covered servicemember has specifically designated in writing another blood relative for the purposes of military caregiver leave under the FMLA.

"PARENT" 825.122

A biological, adoptive, step or foster 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" 825.122

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

"QUALIFYING EXIGENCY" 825.126

Eligible employees may take FMLA leave while the employee's spouse, son, daughter or parent (the "covered military member") is on active duty or called to active duty for one or more of the following qualifying exigencies:

- 1) **Short notice deployment** – leave to address issues that arise from the fact that a covered servicemember is notified of an impending call or order to active duty seven days or less prior to the date of deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the covered military member is notified of the impending call or order to active duty.
- 2) **Military events and related activities** – leave to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of the covered military member or to attend family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations or the American Red Cross that relate to the active duty or call to active duty.
- 3) **Children and school activities** – events include:
 - (a) Leave to arrange for alternative childcare if the call to duty necessitates a change in existing childcare arrangements.
 - (b) Leave to provide childcare on an urgent immediate basis provided such care arises from the call to active duty.
 - (c) Leave to enroll in or transfer to a new school or day care facility when necessitated by the active duty status.
 - (d) Leave to attend meetings with staff at a school or daycare facility, such as meeting with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors when such meetings are necessary due to circumstances arising from the call to active duty.
- 4) **Financial and legal arrangements** – events include:
 - (a) Leave to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards or updating a will or living trust.
 - (b) Leave to act as covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military services benefits while the covered servicemember is on active duty and for a period of 90 days following the termination of the covered servicemember's active status.
- 5) **Counseling** – leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or for a child, provided that the need for counseling arises out of the active duty or call for active duty.
- 6) **Rest and recuperation** – leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during a period of deployment. Employees may take up to five days for each instance of rest and recuperation.
- 7) **Post deployment activities** – events include:
 - (a) Leave to attend ceremonies, reintegration briefing and events or any other official programming or ceremony sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status.

- (b) Leave to address issues that arise from the death of a covered military member while on active duty status such as meeting and recovering of the body and making funeral arrangements.
- 8) **Additional activities** – Leave to address other events that arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave qualifies as an exigency and both agree to the timing and extent of the leave.

"SERIOUS HEALTH CONDITION" 825.114 and 825.115

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** within 30 days of the first day of incapacity, unless extenuating circumstances, by a health care provider, by a nurse 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) **Treatment** by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The first (or only) treatment visit to a health care provider must be within seven (7) days of the first day of incapacity.

- 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.

Chronic serious health condition is defined as one which:

- (a) Requires periodic visits (defined as at least twice per year) 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.** A period of incapacity which is permanent or long-term due to a 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.** Any period of absence to receive multiple treatments (including any period of recovery therefrom) 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, and cosmetic treatments, cold, flu, and earaches without complications are ordinarily excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition if all the conditions of the FMLA are met:

- A. Mental illness
- B. Allergies; and
- C. Substance abuse. 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.
825.119

"SERIOUS INJURY OR ILLNESS OF A COVERED SERVICE MEMBER" 825.127

An injury or illness incurred by a covered service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

"SON" OR "DAUGHTER" 825.122

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 at the time that FMLA leave is to commence.

"SPOUSE" 825.122

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" 825.123

Where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act. A person who must be absent to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions during the absence for the treatment.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least 12 months. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years or, if the break in service was longer than seven years, was due to the employee's duty to fulfill his or her National Guard or Reserve military service obligation.
2. In addition, 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. An employee returning from fulfilling his or her National Guard or Military obligation shall be credited with the hours of service that would have been performed but for the period of military service.

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 spouse, son or daughter, or parent with a serious health condition.
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.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.
 - a) In order to care for a covered service member, the eligible employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.
 - b) Under this provision, employees are entitled to 26 weeks of leave during a single 12-month period.
 - c) The single 12-month period begins on the first day the eligible employee takes FMLA to care for the covered servicemember and ends 12 months after that date.
 - d) If the member does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks is forfeited.
 - e) Leave entitlement is to be applied on a per covered servicemember, per injury basis, thus entitling an employee to more than one period of 26 weeks of leave if the leave is to care for same servicemember with a subsequent injury or illness or if it is to care for a different covered servicemember, except that no more than 26 workweeks of leave may be taken in a single 12-month period.

- f) An eligible employee is entitled to combine a total to 26 weeks of leave for any FMLA qualifying reason during the single 12-month period provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following:
 - i. Birth of son or daughter
 - ii. Placement of son or daughter with the employee for adoption or foster care
 - iii. To care for a spouse, son, daughter or parent who has a serious health condition
 - iv. Because of the employee's own serious health condition.
 - v. Because of a qualifying exigency.

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

When an employee requests FMLA qualifying leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave. In addition, each time an eligibility notice is given, 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. Any certification requirements (of a serious health condition, serious injury or illness or qualifying exigency) and the consequences of failing to furnish such certification.
4. Employee's right to use paid leave, whether the employer requires the substitution of paid leaves, and the employee's right to take unpaid leave if the employee does not meet the requirements for paid leave.
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 after taking the leave.
7. The employee's rights to maintenance of benefits and restoration to the same or an equivalent job upon return from FMLA leave.
8. The employee's status as a "key employee" and its potential consequences.

D. Certification Requirements

1. In most cases, the Appointing Authority will request that an employee furnish certification where the requested leave is to care for a covered family member with a serious health condition or due to the employee's own serious health condition.
2. The Appointing Authority may require that an employee's leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a certification;

3. In most cases, the Appointing Authority will request the certification at the time the request for leave is made, or in the case of an unforeseen leave, within five (5) business days after the leave commences. However, the Appointing Authority may request a certification at some later date if it has reason to question whether the leave is appropriate or its duration.
4. If the Appointing Authority finds that any certification is incomplete or insufficient, it will advise the employee, and will state what additional information is needed.
5. If the required certification is not provided, the taking of the leave may be denied. In all cases it is the employee's responsibility to provide a complete and sufficient certification.
6. The Appointing Authority may request a fitness for duty certificate upon the employee's return to work.

E. Designating Leave and Required Notices

When the employer has enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g. after receiving a completed certification), the employer must notify the employee of its determination within five (5) business days absent extenuating circumstances. If the employer is designating the leave as FMLA-qualifying, this notification should include the following:

1. The amount of the leave counted against the employee's leave entitlement, including, if known, the number of days, hours or weeks that will be counted.
 - a. If it is not possible to provide the amount because the need for the leave is unscheduled, the employee has the right to request this information but not more often than once in a 30-day period and only if leave was taken during that period.
2. Whether the employer will require paid leave to be substituted for unpaid leave, and that paid leave taken will be counted as FMLA leave.
3. Whether the employer will require the employee to provide a fitness-for-duty certification, and whether the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job.

If the employer determines that the leave will not be designated as FMLA-qualifying (e.g. the leave is not for a reason covered by the FMLA or the FMLA leave has been exhausted), the employer must notify the employee of that determination.

Retroactive Designation: The employer may retroactively designate leave as FMLA with appropriate notice to the employee, provided that its failure to timely designate the leave does not cause harm or injury to the employee. In all cases, the employee and employer may mutually agree that leave be retroactively designated as FMLA leave.

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., medical 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 (e.g., for the employee's own serious health condition). 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 time counts toward the twelve (12) weeks of FMLA qualifying leave.**
- C. Complying with notice/call-in policies of the Appointing Authority. An Appointing Authority may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to comply may result in the delay or the denial of the leave.

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 returned 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) Premium payments of employee benefits.

- (g) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
- (h) Records and documents relating to medical certifications or medical histories of employees or employees' family members, which shall be maintained in separate confidential files.

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 and applicants for employment would normally expect to find official notices, and may also be posted electronically, provided that it is in a conspicuous place on the Appointing Authority's website and is accessible to both applicants and current employees.
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 and to each new employee upon hire.

C. Appeal Process

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

1. Internal

- a) Contact their Human Resources office, or;
- b) Contact their 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 or on the Department of Labor's website.
 - (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.

- (1) If the employee files a private lawsuit, it must be filed within two (2) years of the alleged violation of the Act, or three (3) years if the violation was willful.

1/09

FREQUENTLY ASKED QUESTIONS

1. *Which employees are eligible for an FMLA qualifying leave?*

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time - this does include overtime worked).

2. *Are only permanent employees eligible for FMLA qualifying leave?*

No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- e) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- f) To care for a covered service member who became ill or was injured as a result of active duty service.

4. *How much time may an employee take as FMLA qualifying leave?*

Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

Exceptions:

If the leave is to care for a covered service member who became ill or was injured as a result of active duty or call to active duty service, refer to question No. 5.

If a husband and wife both work for the State, refer to Question Nos. 6 and 7.

If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 9.

5. *How much time may an employee take as FMLA qualifying leave to care for a covered service member who became ill or is injured as a result of active duty or call to active duty service?*

Eligible employees may take up to 26 weeks within a single 12-month period. The 12 month period begins on the date the employee first takes FMLA leave to care for the covered service member and ends 12 months after that date.

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

- a) For the birth of a son or daughter and to care for the newborn child;
- b) For placement of a child with the employee for adoption or foster care;
- c) To care for the employee's parent (not parent-in-law) who has a serious health condition.
- d) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

7. *If both husband and wife are State employees, are they both eligible for 26 weeks of FMLA qualifying leave to care for a covered service member who becomes ill or is injured as a result of active duty or active duty service?*

Yes. However, a husband and wife can take only a combined total of 26 weeks of FMLA qualifying leave during a single twelve month period.

8. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?*

Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

9. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 8 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

10. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

FMLA qualifying leave taken for the employee's own serious health condition, for the serious health condition of the employee's spouse, son, daughter, or parent, or to care for a covered servicemember with a serious injury or illness may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority. The Appointing Authority's agreement is not necessary if the mother has a serious health condition in connection with the birth or if the newborn child has a serious health condition.

Leave due to a qualifying exigency may be taken on an intermittent or reduced schedule basis.

11. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

12. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs.

However, the employee must make a reasonable effort to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

13. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

Where the schedule varies from week to week to such an extent that the employer is unable to determine with any certainty the number of hours the employee would have worked, a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period is used to calculate the employee's leave entitlement.

14. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?" An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the Appointing Authority to determine whether it is qualifying.
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.
- c) If the employee fails to explain the reason, leave may be denied.

15. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

16. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

17. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

18. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

19. *Can employees choose whether or not they want to use FMLA qualifying leave?*

No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted as FMLA qualifying leave.

20. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from the family member's health care provider.

21. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

22. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

23. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

24. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

25. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

Yes, an employer may recover its share of health/dental insurance premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work for at least thirty (30) calendar days after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

26. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave - whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage - even though the employee did not pay their share of the premium during the FMLA qualifying leave.

27. *What can employees do if they believe that their rights under FMLA have been violated?*

The employee has the choice of:

- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
- b) Filing a private lawsuit pursuant to section 107 of FMLA.

28. *How are employees protected who request leave or otherwise assert FMLA rights?*

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

29. *Do State laws providing family and medical leave still apply?*

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

30. *If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted?*

No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.

31. *Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?*

No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated.

32. *Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?*

Only if they are in a paid status on the normal work day before and after the holiday.

33. *Does workers' compensation leave count against an employee's FMLA leave entitlement?*

It can. FMLA qualifying leave and workers' compensation leave may run concurrently, provided the reason for the absence is due to a qualifying serious illness or injury, and the employer properly notifies the employee in writing that the leave will be counted as FMLA leave.

34. *Can an employer count missed overtime hours against the employee's FMLA entitlement?*

Yes, if an employee would normally be required to work overtime, but is unable to do so because of an FMLA-qualifying reason that limits his/her ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's entitlement (e.g., employee normally would be required to work 48 hours, but due to a serious health condition, can only work 40 hours. The employee would use 8 hours of FMLA-protected leave). Voluntary overtime hours that an employee does not work due to the FMLA reason may not be so counted.

For more information, contact human resources or your union representative.

This Appendix applies to supervisors in the Department of Public Safety, State Patrol Division, who have elected to sever themselves from the Supervisory bargaining unit under the provisions of M.S. 179A.10, subd. 3. This Appendix modifies specified chapters contained elsewhere in this Plan. If a chapter or provision of the Plan is not referenced here, the original chapter or provision applies as written.

Chapter 2 - Hours of Work

Standard Work Schedules. Work schedules for State Patrol Supervisors shall be established or changed by the Appointing Authority in accord with the needs of the State Patrol.

Additional Hours. Supervisors are eligible to compensation for additional recognized hours worked as provided below:

State Patrol Supervisors are eligible to be paid at their regular rate of pay for hours worked on a regularly scheduled day off when called in or assigned by the appropriate authority, or for other approved hours of work.

The additional approved hours shall be paid in cash or shall be given an equivalent number of compensatory hours at the discretion of the Appointing Authority after first considering the wishes of the supervisor. Supervisors may accrue compensatory time to a maximum of 120 hours. All hours in excess of 120 shall be paid in cash.

Escort and Contracted Services. State Patrol Supervisors who volunteer for and are assigned to third party escort duties for private employers, which are separate and independent of the Department of Public Safety, Minnesota State Patrol, or who volunteer for and are assigned to provide State Patrol services which are either paid for or reimbursed by contract with any agency independent of the Department of Public Safety (public or private) shall be compensated at the rate of fifty-six dollars (\$56.00) per hour.

A supervisor shall be paid in cash at one and one-half times the top step of the salary range for Trooper if the supervisor is assigned to work an established shift because a non-supervisory member of the State Patrol is not available for the shift.

Court Time Pay. A supervisor who is required to appear in court in regard to a criminal proceeding during his/her scheduled off-duty time shall receive a minimum of two hours compensation at one and one-half times the supervisor's base rate of pay.

Chapter 3 – Holidays

State Patrol Supervisors who work on a holiday shall be paid at the employee's straight time rate for all hours worked in addition to holiday pay equal to the employee's normally scheduled shift.

At the discretion of the Appointing Authority, holiday pay may be paid in cash or placed in an Alternate Holiday Time Bank.

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

2. An employee may liquidate his/her Alternate Holiday Time Bank during the term of his/her employment by taking time off. When an employee desires to liquidate Alternate Holiday Time by taking time off, such requests will be liquidated at a time mutually agreeable to the employee and his/her supervisor under the same terms and conditions that govern requests for vacation time off.
3. An employee's Alternate Holiday Time Bank shall be liquidated by cash payment upon an employee's separation from employment at the employee's straight time hourly rate in effect at time of separation.

Chapter 4 - Vacation

Vacation Usage. A State Patrol Supervisor may be required to work during the supervisor's vacation once the vacation request has been approved if the operational needs of the State Patrol so require.

Chapter 5 - Sick Leave

Transfer/Restoration of Sick Leave Hours. State Patrol Supervisors who receive severance pay prior to January 1, 2008 and return to State service on or after January 1, 2008 shall have their sick leave balance restored at 60% of the State Patrol Supervisor's first 900 hours of accumulated but unused sick leave plus 87.5% of the State Patrol Supervisor's accumulated but unused sick leave in excess of 900 hours.

State Patrol Supervisors who receive severance pay on or after January 1, 2008 and return to State service shall have their sick leave balance restored at 65% of the State Patrol Supervisor's accumulated but unused sick leave hours.

Chapter 6 - Other Leaves of Absence

Paid Leaves of Absence.

Administrative Leave. The Appointing Authority may, at its discretion, place a supervisor on paid administrative leave for up to 30 calendar days where the supervisor has been involved in a critical incident or where continued presence in the workplace poses a risk to the supervisor or the organization. Upon placing a supervisor on administrative leave, the Appointing Authority shall notify the supervisor in writing and shall state the reason for the leave. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than 30 calendar days. It is the Appointing Authority's policy to return a supervisor to active duty status as soon as is practical and prudent.

Unpaid Leaves of Absence - Mandatory. An unpaid public office leave of absence shall be granted to State Patrol Supervisors in accord with the provisions of the collective bargaining agreement applicable to non-supervisory employees of the State Patrol.

Chapter 10 - Seniority, Layoff and Recall

State Patrol Supervisors shall accrue seniority and be covered by the layoff provisions of Chapter 10 for the purposes of bumping and demoting within the ranks of the State Patrol.

Seniority ties among State Patrol Supervisors shall be broken by length of employment with the State Patrol.

Chapter 11 - Disciplinary Action

A State Patrol Supervisor shall not be suspended, demoted or discharged except for just cause as provided in M.S. 299D.03, subdivision 8.

	<u>Notice Requirements</u>	<u>Appeal Process</u>
Oral reprimand.	Not applicable.	None.
Written reprimand.	Specify reasons for action and changes expected.	Appealable through Step 3 of the Dispute Resolution Procedure in Chapter 12.
Intent to discharge, suspend, or demote.	Written notice of intent to take disciplinary action including reasons for intended action.	The Dispute Resolution Procedure in Chapter 12 of this Plan does not apply; however, within five work days, the Chief shall set a date for an informal meeting with the supervisor, unless waived by mutual agreement of both parties, to discuss the potential charges and intended disciplinary action. Any agreement to resolve the matter at this point shall be in writing and signed by both parties.
Formal charges filed.	Written charges, signed and sworn to by the Appointing Authority, delivered in person to the supervisor or another person of suitable age and discretion at the supervisor's usual place of abode.	Appealable under the provisions of M.S. 43A.33, subdivision 3 (described in Step 4b of the Dispute Resolution Procedure in Chapter 12) or through the procedure contained in M.S. 299D.03. Supervisors must notify the Commissioner of Public Safety of their choice of these procedures in writing within five calendar days of being served with charges.

Chapter 14 - Salary Administration

Salary Ranges. The salary range assignments for classifications covered by this Appendix are as follows:

<u>Job Code</u>	<u>Classification Title</u>	<u>Grid</u>	<u>Salary Range</u>	<u>Minimum Rate Effective July 1, 2009</u>	<u>Maximum Rate Effective July 1, 2009</u>
007992	State Patrol Lieutenant	N16A	30B	\$32.42	\$38.49
007993	State Patrol Captain	N16A	31B	\$35.25	\$41.85
007994	State Patrol Major	N16A	32B	\$39.22	\$46.56

The salary grids for supervisory law enforcement classifications used in the State Patrol are also contained in Appendix F.

The Commissioner of Minnesota Management & Budget shall assign new classifications to a salary range and may reassign classifications to different salary ranges.

Performance-Based Salary Increases. No performance-based salary increases shall be granted to supervisors with anniversary dates from July 1, 2009 through June 30, 2010. Supervisors may be eligible to receive a performance-based increase annually on their anniversary date from July 1, 2010 through June 30, 2011, provided their overall performance rating is fully satisfactory. The performance-based increase is equal to 3.5 percent of their hourly rate or the amount to bring their salary to the maximum rate of their salary range, whichever is less, until the maximum rate is attained. The Appointing Authority may withhold part or all of any increase because of budget constraints. At the discretion of the Appointing Authority, performance increases may be delayed, and if granted, shall be effective no later than June 22, 2011.

Supervisors covered by this Appendix are not eligible for performance based salary increases provided by Chapter 14 of this Plan.

Internal Affairs Differential. State Patrol Supervisors may be assigned the duties of Internal Affairs Investigator at the discretion of the Appointing Authority. The supervisors may be paid up to an additional \$1.20 per hour above their current hourly rate.

Metropolitan District Captain Differential. The Captains serving as Commanders of the East Metro District (2400), the West Metro District (2500) and the Commercial Vehicle Enforcement Section (District 4700) shall receive a differential of \$1.20 per hour above their regular hourly rate of pay. This differential shall apply to all hours paid.

Additional Differentials. At the request of the Commissioner of Public Safety, the Commissioner of Minnesota Management & Budget may authorize a differential of \$1.20 per hour for additional positions with specialized duties.

Freeway Pay. Operations Lieutenants with supervisory responsibilities in stations designated by the Chief State Patrol Officer shall receive a differential equal to the freeway differential paid to non-supervisory members of the State Patrol.

Severance Pay. All provisions of Chapter 14 regarding severance pay shall apply with the exception of the calculation of the amount of severance pay a State Patrol Supervisor is eligible to receive as stated below.

Severance pay shall be the sum equal to the State Patrol Supervisor's regular rate of pay at the time of separation multiplied by 35% of the State Patrol Supervisor's accumulated but unused sick leave.

Health Care Savings Plan. State Patrol Supervisors who separate from State service, for reasons other than layoff or death, and are eligible to receive severance pay will have one hundred percent (100%) of severance pay (as prescribed in Chapter 14) and one hundred percent (100%) of vacation payout (as prescribed in Chapter 4) converted to a MSRS Health Care Savings Plan. Supervisors who do not meet the criteria for the Health Care Savings Plan or whose severance and vacation payouts total less than two hundred dollars (\$200) combined will continue to receive such payments in cash.

In all other cases where a supervisor is eligible for severance pay (including layoff and death), the severance payment shall be made in cash.

Chapter 15 - Expense Reimbursement

Uniforms. The Appointing Authority will reimburse each supervisor up to \$50 per fiscal year for necessary uniform items not furnished by the Appointing Authority.

Chapter 21 - Early Retirement Incentive

Supervisors covered by this Appendix may participate in either the Discretionary Retirement Incentive or the State Patrol and DNR Enforcement Supervisors Early Retirement Incentive program contained in Chapter 21. Supervisors must meet all eligibility requirements contained in that chapter and any applicable law in order to receive the incentive benefits.

L

Employees of the Minnesota State Colleges and Universities

Tuition Waiver. Full-time unlimited and seasonal and part-time unlimited and seasonal confidential employees who have completed three (3) consecutive years of service in the Minnesota State Colleges and Universities or one of the predecessor agencies shall be eligible for tuition waiver benefits on the same basis and in the same amount as employees covered by the collective bargaining agreement covering comparable classifications.

Supplemental Retirement Account Contributions. Pursuant to M.S. 354C.12 and 356.24 and beginning on July 1, 2008, the Employer shall deduct an amount equal to 5.0% of the annual salary after the first \$6,000 in each fiscal year, up to \$1,700, to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCF) fund. The Employer shall make a contribution in an amount equal to the deductions made from the employee's salary. Deductions shall begin in the fiscal year following the employee's eligibility as outlined below.

Eligible employees are those who:

- occupy positions designated by MnSCU in the academic unclassified service under the provisions of M.S. 43A.08, Subd. 1(9); and
- have completed two years of full-time unclassified service within MnSCU as outlined in the DCR Plan document.

M ***Addendum for Medical Specialists***

The Addendum for medical specialists is printed under separate cover.

Copies are available upon request from Minnesota Management & Budget.

This Appendix applies to supervisors in the Department of Natural Resources, Division of Enforcement who have elected to sever themselves from the Supervisory bargaining unit under the provisions of M.S. 179A.10, subd. 3. This Appendix modifies specified chapters contained elsewhere in this Plan. If a chapter or provision of the Plan is not referenced here, the original chapter or provision applies as written.

Chapter 2 - Hours of Work and Overtime

Overtime Rates. Supervisors are eligible for overtime as provided below:

Supervisors in the classification NR District Supervisor - Enforcement are eligible for overtime compensation in cash or compensatory time at the rate of time and one-half for hours worked beyond 86 in a pay period. Vacation, sick leave, holidays, compensatory time and other forms of paid time off are not considered hours worked.

The Director of Enforcement may liquidate all or a portion of accrued compensatory time at any time.

Chapter 3 - Holidays

Supervisors who are assigned to work on a holiday shall be paid at the rate of time and one-half for all hours worked, in addition to holiday pay. Payment may be in cash or compensatory time, at the discretion of the Director of Enforcement.

Chapter 5 - Sick Leave

Transfer/Restoration of Sick Leave Hours. Supervisors in the classification NR District Supervisor – Enforcement who receive severance pay prior to January 1, 2008 and return to State service on or after January 1, 2008 shall have their sick leave balance restored at 60% of the Supervisor's first 900 hours of accumulated but unused sick leave plus 87.5% of the Supervisor's accumulated but unused sick leave in excess of 900 hours.

NR District Supervisor - Enforcement who receive severance pay on or after January 1, 2008 and return to State service shall have their sick leave balance restored at 65% of the Supervisor's accumulated but unused sick leave hours.

Chapter 6 - Other Leaves of Absence

Paid Leaves of Absence.

Administrative Leave. The Appointing Authority may, at its discretion, place a supervisor on paid administrative leave for up to 30 calendar days where the supervisor has been involved in a critical incident or where continued presence in the workplace poses a risk to the supervisor or the organization. Upon placing a supervisor on administrative leave, the Appointing Authority shall notify the supervisor in writing and shall state the reason for the leave. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than 30 calendar days. It is the Appointing Authority's policy to return a supervisor to active duty status as soon as is practical and prudent.

Chapter 14 - Salary Administration

Classification Title and Salary Range. The following is the classification title and salary range for the supervisory law enforcement classification used in the Department of Natural Resources:

<u>Job Code</u>	<u>Classification Title</u>	<u>Grid</u>	<u>Salary Range</u>	<u>Minimum Rate Effective July 1, 2009</u>	<u>Maximum Rate Effective July 1, 2009</u>
001749	NR District Supervisor – Enforcement	N1C	30B	\$32.42	\$38.49

The salary range for the supervisory law enforcement classification used in the Department of Natural Resources is also contained in Appendix F.

The Commissioner of Minnesota Management & Budget shall assign new classifications to a salary range and may reassign classifications to different salary ranges.

Performance-Based Salary Increases. No performance-based salary increases shall be granted to supervisors with anniversary dates from July 1, 2009 through June 30, 2010. Supervisors may be eligible to receive a performance-based increase annually on their anniversary date from July 1, 2010 through June 30, 2011, provided their overall performance rating is satisfactory. Increases will not be recommended for supervisors who have not met, or only marginally attained performance standards or objectives. Increases withheld may subsequently be granted upon certification by the Appointing Authority that the supervisor is achieving performance standards or objectives.

The performance-based increase is equal to 3.5 percent of their hourly rate or the amount to bring their salary to the maximum rate of their salary range, whichever is less, until the maximum rate is attained. The Appointing Authority may withhold part or all of any increase because of budget constraints. At the discretion of the Appointing Authority, performance increases may be delayed, and if granted, shall be effective no later than June 22, 2011.

Supervisors covered by this Appendix are not eligible for performance-based salary increases provided by Chapter 14 of this Plan.

Health Care Savings Plan. DNR Enforcement Supervisors who separate from State service, for reasons other than layoff or death, and are eligible to receive severance pay will have one hundred percent (100%) of severance pay (as prescribed in Chapter 14) and one hundred percent (100%) of vacation payout (as prescribed in Chapter 4) converted to a MSRS Health Care Savings Plan. Supervisors who do not meet the criteria for the Health Care Savings Plan or whose severance and vacation payouts total less than two hundred dollars (\$200) combined will continue to receive such payments in cash.

In all other cases where a supervisor is eligible for severance pay (including layoff and death), the severance payment shall be made in cash.

Severance Pay. All provisions of Chapter 14 regarding severance pay shall apply with the exception of the calculation of the amount of severance pay a NR District Supervisor – Enforcement is eligible to receive as stated below.

Severance pay shall be the sum equal to the NR District Supervisor – Enforcement's regular rate of pay at the time of separation multiplied by 35% of the Supervisor's accumulated but unused sick leave.

Chapter 15 - Expense Reimbursement

Paid Phones. The Department of Natural Resources will pay the cost of one monthly telephone bill for each NR District Supervisor - Enforcement. Charges for all personal long-distance calls and other non-standard charges including, but not limited to, telephone rentals, multiple line fees or charges, or extension line fees or charges are the responsibility of each supervisor. Upon request, the supervisor shall provide the Department with the telephone company's monthly listing of long-distance calls and other charges that the Department has been requested to pay. In no event shall the Department pay for the same telephone charges more than once.

The Commissioner of Natural Resources shall develop an on-call pay policy, subject to the approval of the Commissioner of Minnesota Management & Budget. This policy may include cash compensation, reimbursement for telephone expenses (as provided above) or a combination of the two. The new policy may replace or modify the provisions of the preceding paragraph.

Chapter 21 - Early Retirement Incentive

Supervisors covered by this Appendix may participate in either the Discretionary Early Retirement Incentive or the State Patrol and DNR Enforcement Supervisors Early Retirement Incentive program contained in Chapter 21. Supervisors must meet all eligibility requirements contained in that Chapter and any applicable law in order to receive the incentive benefits.