

AGREEMENT

between the

MINNESOTA LAW ENFORCEMENT ASSOCIATION

and the

STATE OF MINNESOTA

Dates: July 1, 20234 through June 30, 20253

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22	11. DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM.....	110	Formatted: Default Paragraph Font, Check spelling and grammar
23	APPENDIX H - LETTER.....	111	Formatted: Default Paragraph Font, Check spelling and grammar
24	APPENDIX I - LETTER OF AGREEMENT.....	112	Formatted: Default Paragraph Font, Check spelling and grammar
25	APPENDIX J - LETTER OF AGREEMENT.....	113	Formatted: Default Paragraph Font, Check spelling and grammar
26	APPENDIX K - ATTENDANCE AT JOINT LABOR/MANAGEMENT COMMITTEE ON HEALTH PLANS.....	114	Formatted: Default Paragraph Font, Check spelling and grammar
28	APPENDIX L - STATEWIDE FMLA POLICY AND PROCEDURE.....	115	Formatted: Default Paragraph Font, Check spelling and grammar
29	APPENDIX M - EXPANSION OF SICK LEAVE BENEFITS.....	116	Formatted: Default Paragraph Font, Check spelling and grammar

1 **PREAMBLE**

2 This Agreement is made and entered into this **2nd** day of **May, 2022**, by and between the State of
3 Minnesota and its Department of Public Safety and Department of Natural Resources, Department
4 of Corrections, and Department of Commerce hereinafter referred to as the EMPLOYER, and the
5 Minnesota Law Enforcement Association, hereinafter referred to ASSOCIATION which represents
6 the Bureau of Criminal Apprehension Agents' Association, Minnesota Conservation Officers'
7 Association, Minnesota Gambling Enforcement Agents' Association, Minnesota Fugitive
8 Apprehension Agents' Association, Commerce Fraud Agents' Association, and Minnesota State
9 Patrol Troopers' Association.

10 The parties may mutually agree, in writing, to correct misspelled words, mathematical errors, and
11 other clerical errors in this Agreement.

12 Any agreement which is to be included as a part of this Agreement must so indicate, must be
13 reduced to writing, and must be signed by the parties to this Agreement.

14 **ARTICLE 1 - ASSOCIATION RECOGNITION**

15 **Section 1. Recognition.**

16 The Employer recognizes the Association as the exclusive representative of the employees
17 included in the unit certified by the Bureau of Mediation Services, Case No. 97-PCL-1607 (July 11,
18 1997) as follows:

19 **Unit No. 1, Law Enforcement:**

20 All employees of the Executive Branch of the State of Minnesota who are licensed peace
21 officers, as that term is defined in Minn. Stat. § 626.05, subd. 2, whose employment service
22 exceeds: **1)the lesser of** fourteen (14) hours per week or 35% of the normal work week,
23 **whichever is less** and **2) more than** sixty-seven (67) days per year, **excluding §Supervisory**
24 employees, confidential employees, and other employees excluded by the Public Employment
25 Labor Relations Act, Minn. **Stat. Ch. §179A, are not covered by this Agreement.**

26 **Section 2. Job Classifications.**

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

- 28 Special Agent
- 29 Special Agent Senior
- 30 Natural Resources Specialist/Conservation Officer-Unit Leader
- 31 Natural Resources Specialist 2/Conservation Officer
- 32 Natural Resources Specialist 3/Conservation Officer-Regional Training Officer
- 33 Natural Resources Specialist 3/Conservation Officer-Special Investigator
- 34 Natural Resources Specialist 3/Conservation Officer-Water Resources Specialist
- 35 Natural Resources Specialist 3/Conservation Officer-Community Liaison
- 36 Natural Resources Specialist 3/Conservation Officer-Pilot
- 37 Natural Resources Specialist 4/Conservation Officer-Pilot
- 38 State Patrol Trooper

1 Fugitive Specialist
2 Commerce Insurance Fraud Specialist
3 excluding all other job classifications.
4 State Patrol Troopers who are temporarily scheduled to special duty assignments which carry an
5 exempt rank above that of State Patrol Trooper while on such assignment shall be considered as
6 remaining in the bargaining unit, but shall not be entitled to the provisions of this Agreement
7 while so scheduled in an assignment that carries the temporary rank of Captain or above.

8 **Section 3. New Classes.**
9 Assignment of newly created classes to a bargaining unit or reassignment of existing classes to a
10 different bargaining unit shall be accomplished in accordance with Minn. Stat. § 179A.04, Subd. 2
11 and 179A.09.
12 The Employer agrees to notify the Association 14 days prior to petitioning for assignment or
13 reassignment of classifications. Upon the Association's request the Employer and the Association
14 shall meet and confer on such proposed assignment or reassignment of classifications.

15 **ARTICLE 2 - NO STRIKE/NO LOCKOUT**

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

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

29 **ARTICLE 3 - DUES CHECK-OFF**

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

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

1 **ARTICLE 4 - NON-DISCRIMINATION**

2 **Section 1. Employer Responsibility.**

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

7 **Section 2. Association Responsibility.**

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

13 **Section 3. Consistent Application.**

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

17 **Section 4. Association Membership.**

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

24 **Section 5. Jurisdiction.**

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

29 **ARTICLE 5 - MANAGEMENT RIGHTS**

30 **Section 1. Right to Operate and Direct.**

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

1 **Section 2. Terms and Conditions of the Agreement.**

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

4 **ARTICLE 6 - ASSOCIATION RIGHTS**

5 **Section 1. Grievance Representatives.**

6 Each Association may designate one employee or their alternate in each area or district to function
7 as its grievance representative for the region in which they are employed. Each grievance
8 representative shall have the authority to determine the validity of grievances and to process
9 them through the appropriate steps of the grievance procedure.

10 **Section 2. Notification.**

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

17 **Section 3. Association Access.**

18 Upon receiving the Employer's approval, officials of the Association shall be allowed access as
19 provided in Minn. Stat. § 179A.07, subd. 9~~to enter building facilities of the Employer to meet with~~
20 the employees in the bargaining unit during their lunch and/or break period only, provided such
21 visits shall not interfere with the job duties or responsibilities of any employee.

22 **Section 4. Exclusive Representation.**

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

25 **Section 5. Bulletin Boards.**

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

30 **Section 6. Association/Employer Meetings.**

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

34 **Section 7. Work Station.**

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

36 **ARTICLE 7 - SAFETY**

37 **Section 1. Safety Policy.**

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

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

5 **Section 2. Accident Report.**

6 All employees who are injured during the course of their employment shall file an accident report
7 no matter how slight the injury, with the designated supervisor, prior to the conclusion of the
8 employee's work day. While the initial report may be given orally, it must be followed up promptly
9 with a written report on the First Report of Injury form.

10 **Section 3. Equipment and Facilities.**

11 The Employer will make reasonable effort to provide each employee with safe and adequate
12 equipment, facilities, and support services as necessary for the employee to perform their
13 assignment.

14 **ARTICLE 8 - ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT**

15 **Section 1. Code of Ethics.**

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

18 **Section 2. Off-Duty Employment.**

19 An employee may accept outside employment during their off-duty hours provided such
20 employment is not illegal and/or would not bring discredit to the position, the division or the
21 department and provided the Employer is notified in writing prior to commencing such
22 employment.

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

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

33 **Section 3. Equipment Usage.**

34 Employees engaged in off-duty employment shall not wear state uniforms or use any other state-
35 provided equipment.

36 **Section 4. Disclaimer.**

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

1 **ARTICLE 9 - UNIFORMS**

2 **Section 1. State Patrol.**

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

14 **Section 2. Conservation Officers.**

15 The Employer shall furnish each employee such articles of clothing as are specified as part of the
16 uniform during the academy. Annually thereafter at the start of the fiscal year, each officer shall
17 be provided a uniform clothing allotment of four hundred fifty dollars (\$450) to purchase
18 additional uniform items. Effective July 1, 2024, such uniform clothing credit shall increase to
19 seven hundred fifty dollars (\$750) annually valued at four hundred fifty dollars (\$450) annually.
20 This uniform allotment will be managed by the Employer to provide credit in the officer's
21 individual uniform account for the uniform vendor selected by the Employer. This uniform
22 allotment can also provide for the reimbursement of purchasing up to two (2) pair(s) of boots
23 annually. Officers shall be permitted to carry over the remaining portion of the prior year's
24 allowance, not to exceed five hundred dollars (\$500)seven hundred fifty dollars (\$750). Proper
25 maintenance of uniforms shall be the employee's responsibility. The Employer has the right to set
26 standards for the color, style, cleanliness and condition of such uniforms. The uniform shall include
27 leather boots, dress shoes, and down like jackets. The Employer shall provide each employee with
28 a soft-body armored vest. Uniforms shall be issued, worn, and maintained in accordance with
29 standards set by the Employer. The Employer agrees to provide each Conservation Officer who is
30 covered by this Agreement a one hundred fifty dollar (\$150) per year allowance for necessary
31 uniform items not furnished by the Employer.

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

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

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

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

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

1 **ARTICLE 10 - HOLIDAYS**

2 **Section 1. Observed Holidays.**

3 The following days shall be observed as paid holidays for all eligible (non-temporary) employees
4 assigned to a Monday through Friday five (5) day operation including all Conservation Officers
5 assigned to the Department of Natural Resources Central Office, all State Patrol Troopers who are
6 regularly assigned duties with a Monday through Friday operation, all Special Agents, Special
7 Agent Seniors, Fugitive Specialists, and Commerce Insurance Fraud Specialists:

Holiday	Fiscal Year 202 <u>42</u>	Fiscal Year 202 <u>53</u>
Independence Day	<u>Tuesday, July 4, 2023</u> Monday, July 5, 2021	<u>Monday, July 4, 2022</u> Thursday, July 4, 2024
Labor Day	<u>Monday, September 6, 2021</u> Monday, September 4, 2023	<u>Monday, September 5, 2022</u> Monday, September 2, 2024
Veterans Day	<u>Thursday, November 11, 2021</u> Friday, November 10, 2023	<u>Friday, November 11, 2022</u> Monday, November 11, 2024
Thanksgiving Day	<u>Thursday, November 25, 2021</u> Thursday, November 23, 2023	<u>Thursday, November 24, 2022</u> Thursday, November 28, 2024
Day after Thanksgiving	<u>Friday, November 26, 2021</u> Friday, November 24, 2023	<u>Friday, November 25, 2022</u> Friday, November 29, 2024
Christmas	<u>Friday, December 24, 2021</u> Monday, December 25, 2023	<u>Monday, December 26, 2022</u> Wednesday, December 25, 2024
New Year's	<u>Friday, December 31, 2021</u> Monday, January 1, 2024	<u>Monday, January 2, 2023</u> Wednesday, January 1, 2025
Martin Luther King Day	<u>Monday, January 17, 2022</u> Monday, January 15, 2024	<u>Monday, January 16, 2023</u> Monday, January 20, 2025
Presidents Day	<u>Monday, February 21, 2022</u> Monday, February 19, 2024	<u>Monday, February 20, 2023</u> Monday, February 17, 2025
Memorial Day	<u>Monday, May 30, 2022</u> Monday, May 27, 2024	<u>Monday, May 29, 2023</u> Monday, May 26, 2025
Juneteenth	<u>Monday, June 20, 2022</u> Wednesday, June 19, 2024	<u>Monday, June 19, 2023</u> Thursday, June 19, 2025

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

Holiday	Fiscal Year 202 <u>42</u>	Fiscal Year 202 <u>53</u>
---------	---------------------------	---------------------------

Independence Day	<u>Sunday, July 4, 2021</u> <u>Tuesday, July 4, 2023</u>	<u>Monday, July 4, 2022</u> <u>Thursday, July 4, 2024</u>
Labor Day	<u>Monday, September 6, 2021</u> <u>Monday, September 4, 2023</u>	<u>Monday, September 5, 2022</u> <u>Monday, September 2, 2024</u>
Veterans Day	<u>Thursday, November 11, 2021</u> <u>Saturday, November 11, 2023</u>	<u>Friday, November 11, 2022</u> <u>Monday, November 11, 2024</u>
Thanksgiving Day	<u>Thursday, November 25, 2021</u> <u>Thursday, November 23, 2023</u>	<u>Thursday, November 24, 2022</u> <u>Thursday, November 28, 2024</u>
Day after Thanksgiving	<u>Friday, November 26, 2021</u> <u>Friday, November 24, 2023</u>	<u>Friday, November 25, 2022</u> <u>Friday, November 29, 2024</u>
Christmas	<u>Saturday, December 25, 2021</u> <u>Monday, December 25, 2023</u>	<u>Sunday, December 25, 2022</u> <u>Wednesday, December 25, 2024</u>
New Year's	<u>Saturday, January 1, 2022</u> <u>Monday, January 1, 2024</u>	<u>Sunday, January 1, 2023</u> <u>Wednesday, January 1, 2025</u>
Martin Luther King Day	<u>Monday, January 17, 2022</u> <u>Monday, January 15, 2024</u>	<u>Monday, January 16, 2023</u> <u>Monday, January 20, 2025</u>
Presidents Day	<u>Monday, February 21, 2022</u> <u>Monday, February 19, 2024</u>	<u>Monday, February 20, 2023</u> <u>Monday, February 17, 2025</u>
Memorial Day	<u>Monday, May 30, 2022</u> <u>Monday, May 27, 2024</u>	<u>Monday, May 29, 2023</u> <u>Monday, May 26, 2025</u>
Juneteenth	<u>Sunday, June 19, 2022</u> <u>Wednesday, June 19, 2024</u>	<u>Monday, June 19, 2023</u> <u>Thursday, June 19, 2025</u>

1 **Section 2. Floating Holidays.**

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

7 **Section 3. Alternate Days.**

8 A. **General.** For all employees who are normally scheduled Monday through Friday, when any of
 9 the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday off.
 10 When any of the above holidays fall on a Sunday, the following Monday shall be observed as
 11 the holiday off. For an employee who is normally scheduled Monday through Thursday, when
 12 any of the above holidays fall on a Friday or a Saturday, the preceding Thursday shall be
 13 scheduled as the holiday off. When any of the above holidays fall on a Sunday, the following
 14 Monday shall be scheduled as the holiday off. The employee and the employee's supervisor
 15 may mutually agree in advance to allow the employee to schedule the holiday off on another
 16 day.

17 B. **State Patrol.**

- 1 1) For State Patrol Troopers who are not normally scheduled Monday through Friday, and
2 who are to be off duty on any of the holidays, such Troopers shall be compensated in cash
3 for a normal day's pay at their regular straight time rate (holiday pay) for each of the
4 foregoing holidays, in addition to compensation for the hours actually worked during the
5 week. The normal day's pay is established by the majority of shifts in the current pay
6 period.
- 7 2) State Patrol Trooper Technical Sergeants who normally work a forty (40)-hour
8 administrative schedule, and have provided twenty one (21) calendar days' notice to their
9 supervisor, shall have the following options for New Year's Day, Memorial Day,
10 Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 11 a) Be scheduled off for the holiday at their regular rate of pay, or
12 b) When any one of the above holidays falls on a normally scheduled work day, the
13 Technical Sergeant may work the holiday and be compensated at the rate of time and
14 one-half (1½) for all hours worked in addition to straight time compensation (holiday
15 pay) for the holiday, or
16 c) When any one of the six holidays listed above in paragraph 2) falls on a normally
17 scheduled day off, the Technical Sergeant may work a patrol assignment on the actual
18 holiday. Their supervisor will determine the location and start time for the patrol
19 assignment giving consideration to the Technical Sergeant's next regularly scheduled
20 shift. Technical Sergeants will be compensated in cash for the worked holiday
21 assignment at time and one-half (1 1/2) in addition to the regular holiday pay
22 compensation for the observed holiday.
- 23 C. **Conservation Officers.** Employees will be credited with eight (8) hours of compensation for
24 each of the holidays, provided the employee is in payroll status the scheduled work day
25 preceding the observed holiday and the scheduled work day following the observed holiday.

26 **Section 4. Entitlement.**

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

30 Connect 700 Program employees shall be considered eligible during their on-the-job
31 demonstration process for purposes of this Article. The Connect 700 Program employee's holiday
32 hours earned during their on-the-job demonstration process shall not count toward the seven
33 hundred (700) hours.

34 **Section 5. Holidays Worked.**

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

37 **Section 6. Religious Holidays.**

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

1 **Section 7. Administrative Time.**
2 Employees of the Bureau of Criminal Apprehension and the Alcohol and Gambling Enforcement
3 Division of the Department of Public Safety, Department of Corrections, and Department of
4 Commerce shall have the option, upon written notice to their Supervisor, to receive overtime pay
5 for holiday work as administrative time in lieu of cash. In the event that any employee separates
6 from service with a balance of accrued but unused administrative time, the employee shall be paid
7 in cash for such unused administrative time at the employee's regular rate of pay in effect at the
8 time of separation.

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

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

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

12 **ARTICLE 11 - VACATIONS**

13 **Section 1. Vacation Accumulation.**

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

Continuous Service Requirement	Rates Per Full Payroll Period
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 18 years	7½ working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8½ working hours
After 30 years	9 working hours

16
17 Connect 700 Program employees shall be considered eligible during their on-the-job
18 demonstration process for purposes of this Article. Hours of vacation leave used by the Connect

1 700 Program employee during their on-the-job demonstration process shall not be counted
2 toward the seven hundred (700) hours.

3 For purposes of determining changes in employee's accrual rate, Continuous Service Requirement
4 shall not include periods of suspension, unpaid non-medical leaves of absence, if they are at least
5 one (1) full-payroll period in duration. Employees on a military leave under Article 14 shall earn
6 and accrue vacation as though actually working, pursuant to Minn. Stat. § 196.26.

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

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

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

16 1. There must be evidence to establish that the employee was employed by another public
17 sector employer within four (4) years of the date the state hired the employee;

18 2. The employee must have been in a vacation eligible position with the previous public
19 sector employer;

20 3. The employee must provide the necessary documentation demonstrating their previous
21 vacation eligibility status;

22 4. The employee must make a request for credit within sixty (60) calendar days of their start
23 date; and

24 5. The length of service credit granted is at the discretion of the Appointing Authority.

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

30 Unless an employee meets the eligibility requirements for converting vacation to the MSRS Health
31 Care Savings Plan as defined in Article 18, Section 3, an employee separated from state service
32 shall be compensated in cash, at their then current rate of pay, for all vacation leave to their credit
33 at the time of separation, but such payment shall not exceed two hundred seventy-five (275)
34 hours except in the case of separation due to the employee's death.

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

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

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1 **Section 2. Vacation Use and Selection.**

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

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

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

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

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

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

29 **Section 3. Vacation Charges.**

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

34 **Section 4. Cancellation of Vacation Leave.**

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

39 **Section 5. Vacation Accrual Restoration.**

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

1 **ARTICLE 12 - COMMUNICATION EXPENSES**

2 The Employer agrees to provide state issued communication devices to each Conservation Officer
3 for the purpose of conducting state business. Expenses related to the operation and maintenance
4 of the equipment will be paid by the Employer. Charges for personal calls outside of the state
5 communications policy and other non-standard charges, are the responsibility of each employee.
6 In no event shall the Employer be liable for any telephone charges incurred by State Patrol
7 Officers, Special Agents and Special Agent Seniors.

8 **ARTICLE 13 - SICK LEAVE**

9 **Section 1. Sick Leave Accumulation.**

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

12 Employees on a military leave under Article 14 shall earn and accrue sick leave as though actually
13 working, pursuant to Minn. Stat. § 196.26.

14 Connect 700 Program employees shall be considered eligible during their on-the-job
15 demonstration process for purposes of this Article. Hours of sick leave used by the Connect 700
16 Program employee during their on-the-job demonstration process shall not be counted toward the
17 seven hundred (700) hours.

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

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

23 **Section 2. Sick Leave Utilization.**

24 An employee shall be granted sick leave with pay to the extent of their accumulation for absences
25 necessitated by the following conditions:

26 A. **Employee.**

- 27 1. illness or disability, including the period of time that a doctor certifies a female employee
28 unable to work because of pregnancy
- 29 2. medical, chiropractic, or dental care
- 30 3. exposure to contagious disease which endangers the health of other employees, clients, or
31 the public

32 B. **Others.**

- 33 1. ~~Illness of an employee's family member for such periods as the employee's attendance
34 may be necessary. Sick leave may also be used for the illness or injury of other family
35 members as provided by state law. 'Family member' is defined as defined in Laws of
36 Minnesota 2023, chapter 53, article 12, sec. 4, subd. 7. illness of the employee's minor or
37 dependent children/step children/foster children (including wards, and children for whom
38 the employee is legal guardian)~~

- 1 2. To arrange for necessary nursing or hospice care for an employee's family member. Sick
2 leave for this reason shall be limited to not more than five (5) days. 'Family member' is
3 defined as defined in Laws of Minnesota 2023, chapter 53, article 12, sec. 4, subd. 7.illness
4 of a spouse or parent/step-parent who is living in the same household of the employee
- 5 3. With prior notice, an employee may use sick leave to accompany a family member to
6 medical or dental appointments for such reasonable periods as the employee's attendance
7 is necessary. 'Family member' is defined as defined in Laws of Minnesota 2023, chapter 53,
8 article 12, sec. 4, subd. 7.birth or adoption of a child
- 9 4. Birth or adoption of a child. Sick leave for this reason shall be limited to not more than
10 five (5) days.to accompany the employee's spouse, minor or dependent children/step-
11 children/foster children (including wards or children for whom the employee is legal
12 guardian) or parents who are dependent on the employee for care to dental or medical
13 appointments. To the extent practicable, the employee will give fourteen (14) calendar
14 days' notice of such appointments
- 15 5. to arrange for necessary nursing care for members of the family, as specified in B.1. and
16 B.2. above

17 6.4. illness or injury of other family members as provided by state law

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

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

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

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

- 36 C. **Bereavement Leave.** The use of a reasonable amount of sick leave shall be granted in cases of
37 death of the spouse, domestic partner, parents, step-parents, grandparents of spouse, parents
38 of spouse, grandparents, guardian, children, step-children, child to whom the employee stands
39 in loco parentis or de facto parent, grandchildren, siblings of spouse, siblings, step siblings,
40 children-in-law, brothers, sisters, step brothers or sisters, or wards of the employee, or an
41 individual who had a personal relationship with the employee that created an expectation and
42 reliance that the employee care for that individual as family, whether or not the employee and
43 the individual resided together. In addition, sick leave up to eight (8) hours shall be granted in

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1 the case of the death of a parent of the employee's minor child. In no event shall sick leave
2 with pay be granted beyond the extent of the employee's accumulation.

3 Employees who experience a stillbirth or the death of their child within the time-period they
4 would otherwise be eligible to use Paid Parental Leave (PPL) under the conditions of Article 14,
5 Section 2 (I) are eligible to use PPL.

6 **Section 3. Requests.**

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

11 **Section 4. Sick Leave Charges.**

12 An employee utilizing sick leave shall be charged for only the number of hours they were
13 scheduled to work during the period of their sick leave. Holidays that occur during sick leave
14 periods will be paid as a holiday and not charged as a sick leave day. Employees who because of
15 the nature of their job schedule their own time shall be limited to a maximum of eight (8) hours of
16 sick leave for each work day.

17 **Section 5. Psychological or Physical Examinations.**

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

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

26 A referral for a psychological or psychiatric examination shall be made to a psychologist or
27 psychiatrist associated with a medical institution to be mutually agreed upon by the Appointing
28 Authority and the Association within thirty (30) calendar days of the date of the employer's
29 decision to make the referral. If the parties are unable to mutually agree as stated above, the
30 Appointing Authority shall be free to send an employee to the psychologist or psychiatrist of the
31 Appointing Authority's choosing.

32 The Appointing Authority agrees that it will limit documentation related to a psychological or
33 psychiatric examination in an employee's personnel file to the practitioner's medical conclusion as
34 to whether that employee is fit for duty. The Appointing Authority agrees to maintain the
35 information noted above in accordance with the Minnesota Government Data Practices Act.

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

40 **Section 6. Deadly Force Situations.**

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

1 **ARTICLE 14 - LEAVES OF ABSENCE**

2 **Section 1. General Conditions.**

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

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

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

23 Upon return from an approved leave of absence without pay, the employee shall have their
24 previously earned seniority, vacation and sick leave accruals restored. Time spent on an unpaid
25 leave of absence shall not count towards an employee's seniority, with the exception of approved
26 military leaves, maternity/paternity leaves and approved political leaves.

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

31 **Section 2. Leaves with Pay.**

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

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

41 C. **Court Appearance.** Leave shall be granted for appearance before a court, legislative
42 committee, or other judicial or quasi-judicial body in response to a subpoena on behalf of the

- 1 Appointing Authority or other direction of proper authority on behalf of the Appointing
2 Authority other than those instituted by an employee or the exclusive representative.
- 3 D. **Voting Time.** Any employee who is entitled to vote in any statewide primary or general
4 election, tribal election, or at any election to fill a vacancy in the office of a representative in
5 Congress or in the office of state senator or state representative, may absent themselves from
6 their work for the purpose of voting during such election day for a period not to exceed two (2)
7 hours without deduction from salary on account of such absence, provided the employee has
8 made prior arrangements for the absence with the Employer. Employees who are not eligible
9 to vote or who have no intention to vote shall not be entitled to benefits under this Article.
10 Any employee making claim for time off for voting and not casting a ballot or utilizing the time
11 off for unauthorized purposes shall be subject to disciplinary action.
- 12 E. **Olympic Games.** Leave shall be granted for preparation for and participation in world, Olympic
13 or Pan-American games pursuant to Minn. Stat. § 15.62, Subd. 3 as amended by Laws of 1979,
14 Chapter 208, Section 1.
- 15 F. **Military Pre-Induction.** Leave shall be granted for the period of time required to report and be
16 processed through pre-induction examination(s) conducted by the armed forces preliminary to
17 military service.
- 18 G. **Administrative Leave.** The Appointing Authority may at its discretion place an employee on
19 paid administrative leave for up to thirty (30) calendar days where the employee has been
20 involved in a critical incident or where continued presence in the workplace poses a risk to the
21 employee or the organization. Upon placing an employee on administrative leave, the
22 Appointing Authority shall notify the employee in writing of the basis for placing the employee
23 on such leave and the estimated duration of the leave. The Commissioner of Minnesota
24 Management and Budget may authorize the leave to be extended for a period not greater than
25 thirty (30) calendar days, unless the Association has agreed to an extension(s) of longer
26 duration. It is the Appointing Authority's policy to return an employee to active duty status as
27 soon as is practical and prudent.
- 28 H. **Investigation Leave.** The Appointing Authority may, at its discretion, place an employee on
29 leave with pay pending an investigation of misconduct by that employee which may result in
30 discipline. If the investigation leave extends past thirty (30) calendar days, the Association may
31 periodically request and the Appointing Authority shall provide an update on the status of the
32 investigation in accordance with the Minnesota Government Data Practices Act. It is the
33 Appointing Authority's policy to return an employee to active duty status as soon as practical
34 and prudent.
- 35 I. **Paid Parental Leave.**
- 36 1. **Length of Leave:** Paid parental leaves of absence of up to six (6) consecutive weeks shall be
37 granted to eligible state employees who request such leave following the birth or adoption
38 of a child.
- 39 2. **Eligibility.** Employees are eligible if they meet eligibility criteria for Family and Medical
40 Leave Act ("FMLA") leave, which generally means the employee has been employed by the
41 Employer for twelve (12) months and has worked at least 1,250 hours during the year
42 immediately preceding the leave. Paid parental leave ("PPL") is available to employees who
43 experience the following qualifying events:

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

- 5 3. **Use.** Eligible employees must complete PPL within six (6) months of the qualifying event. At
6 the Appointing Authority's discretion, employees may be allowed intermittent or reduced
7 schedule use of leave, which must be completed within twelve (12) months of the
8 qualifying event. PPL not used within the required timeframe shall not be carried over or
9 cashed out.
10 4. **Interaction with Other Leaves.** Paid parental leave will run concurrently with any unpaid
11 leave(s) that parents may be entitled to under other provisions of this Agreement or
12 provided by law. Employees shall not receive other types of paid leave provided by this
13 Agreement (e.g., sick, vacation, compensatory time) for hours for which they are receiving
14 PPL.

15 **Section 3. Unpaid Leaves of Absence.**

- 16 A. **Unclassified Service.** Upon approval of the Employer, an Appointing Authority may grant a
17 leave of absence without pay to a permanent or probationary employee to permit the
18 employee to accept a position in the unclassified service. Such leave may be continued during
19 the period of service in the unclassified service position and the employee, upon request to the
20 Employer within sixty (60) calendar days of the termination of the appointment, shall be
21 restored to a position in the same class and with the same status held at the time of the
22 granting of the leave of absence. (Minn. Stat. § 43A.08).
23 B. **Military Leave.** Employees shall be entitled to military leave of absence without pay as
24 authorized by Minn. Stat. § 192.261.
25 C. **Association Business.** Upon the request of the Association, the Employer shall approve written
26 requests for leave without pay for employees elected to any Association office or selected by
27 the Association to do work which takes them from their employment with the Employer.
28 D. **Parental Leave.** A Parental leave of absence shall be granted to a permanent, probationary or
29 unclassified natural parent or adoptive parent for a period not to exceed six (6) months, when
30 requested in conjunction with the birth or adoption of a child. Parental leave may be extended
31 up to a total maximum of one (1) year by mutual consent between the employee and the
32 Appointing Authority.
33 E. **Medical.** Upon the request of a permanent employee who has exhausted all accrued sick
34 leave, a leave of absence without pay shall be granted by the Employer for up to one (1) year
35 because of sickness or injury limited to a cumulative total of one (1) year per illness or injury.
36 The recurrence of a prior illness or injury shall be deemed a new illness or injury if recurrence
37 occurs at least six months after the employee has returned to work from the initial illness or
38 injury. This leave may be extended at the sole discretion of the Employer.
39 An Employee requesting a medical leave of absence shall be required to furnish evidence of
40 disability to the Employer, which shall include a statement of the nature of the illness, duration
41 of the leave and the extent of the employee's incapacity to perform their duties. When the
42 Employer has evidence that an employee's absence from duty is unnecessary or if the
43 employee fails to undergo an evaluation or furnish such reports as are requested by the

- 1 Employer, the Employer shall have the right to require the employee to return to work on a
2 specified date. Should the employee not return to work on such specified date, it will be
3 considered that the employee has resigned their employment with the Appointing Authority.
- 4 F. **Personal Leave.** Leave may be granted to an employee, upon request, for personal reasons. No
5 such leave shall be granted for the purpose of securing other employment, except as provided
6 in this Article.
- 7 G. **Precinct Caucus or Convention.** Upon forty-five (45) days advance request, leave shall be
8 granted to any employee for the purpose of attending a political party caucus or political
9 convention.
- 10 H. **Related Work.** Leave not to exceed one (1) year may be granted to an employee to accept a
11 position of fixed duration outside of state service which is funded by a government or private
12 foundation grant and which is related to the employee's current work.
- 13 I. **Political Leaves.**
- 14 1. The political election and campaign activities of employees shall be governed by Minn. Stat.
15 § 43A.32.
- 16 2. General Conditions for Political Leaves. This unpaid leave of absence shall not affect the
17 employee's accrued seniority rights.
- 18 J. **Educational Leave.** Leave may be granted to any employee for educational purposes.

19 **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

20 **Section 1. Discipline.**

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

- 24 1. Oral Reprimand (not grievable or arbitrable)
25 2. Written Reprimand
26 3. Suspension (By mutual agreement of the Appointing Authority and the employee, the
27 Appointing Authority may, in lieu of an unpaid suspension, subtract vacation hours from
28 the employee's accumulated vacation balance in an amount equal to the unpaid
29 suspension.)
30 4. Demotion
31 5. Discharge

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

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

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

1 **Section 2. Demotion or Discharge of a Permanent Employee.**

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

15 A. **State Patrol Trooper Procedure.**

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

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

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

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

40 **Section 3. Personnel Records.**

41 The employee shall receive copies of and be permitted to respond to all letters of commendation
42 or complaints that are entered and retained in the employee's personnel file. Upon written
43 request of an employee, the contents of their personnel file shall be disclosed to the employee,
44 their Association Representative, and/or their legal counsel. If no disciplinary action is taken

1 against an employee for a period of two (2) calendar years following a written reprimand, upon
2 written request of the employee, the Employer shall remove all records of the written reprimand
3 from the employee's personnel file. If no disciplinary action is taken against an employee for a
4 period of three (3) calendar years following a suspension or demotion, upon written request of the
5 employee, the Employer shall remove all records of the suspension or demotion from the
6 employee's personnel file. Notwithstanding any provisions of this Article, the Association agrees
7 that the Employer may continue to maintain records of prior incidents of disciplinary action after
8 removal from the personnel file for administrative purposes.

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

12 **Section 4. Association Representation.**

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

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

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

21 Nothing in this section shall limit an employee's rights under the Minnesota Peace Officers
22 Discipline Procedures Act, Minn. Stat. § 626.89.

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

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

33 **ARTICLE 16 - GRIEVANCE PROCEDURE**

34 **Section 1. Definition.**

35 For the purposes of this Agreement, a grievance shall be defined as a dispute or disagreement as
36 to the interpretation or application of any term or terms of the Agreement. A grievance shall
37 contain a clear and concise statement of the grievance by indicating the issue involved, the relief
38 sought, the date the incident or violation took place, and the specific article(s) and section(s) of
39 the Agreement involved. It shall be signed and dated by the employee(s) and/or Association
40 Representative. Employees are encouraged to first attempt to resolve the matter on an informal
41 basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved

1 to the employee's satisfaction by informal discussion, it shall then be settled in accordance with
2 the procedure listed below.

3 **Section 2. Choice of Remedy.**

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

8 **Section 3. Processing Grievances.**

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

16 If a class action grievance exists, only one of the grievants shall be permitted to appear without
17 loss of pay as spokesperson for the class. The Association will designate the grievant in pay status.
18 Class action grievances are defined as and limited to those grievances which cover more than one
19 employee and which involve like circumstances and facts for the grievants involved.

20 **Section 4. Contract Grievance Steps.**

21 **STEP 1:** If the grievance is not satisfactorily resolved informally and the employee wishes to appeal
22 the grievance to Step 1 of the grievance procedure, it shall be reduced to writing setting
23 forth the nature of the grievance, the facts upon which it is based, the section or sections
24 of the Agreement alleged to have been violated, and the relief requested. No grievance
25 shall be heard which has been filed later than twenty-one (21) calendar days after the first
26 occurrence of the event giving rise to the grievance. The Association Officer, and/or their
27 designee, with or without the employee, shall present such first step grievance to the
28 Appointing Authority's designee. The Appointing Authority's designee shall attempt to
29 resolve the matter in an equitable manner and shall respond to the Association
30 Representative within seven (7) calendar days after such presentation.

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

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

1 **ARBITRATION:** If the grievance remains unresolved and does not involve the dismissal or non-
2 certification of a probationary employee, the Association may refer the grievance to arbitration in
3 writing to the Enterprise Director of Labor Relations within fourteen (14) calendar days of receipt
4 of the Appointing Authority's answer. An employee who is eligible and elects to use the procedure
5 under Minn. Stat. § 197.46 cannot also use the arbitration provisions of this Agreement.
6 Arbitration proceedings, except for proceedings arising from grievances of the nature referenced
7 in Minn. Stat. § 626.892, subd. 2(a), shall be conducted by an arbitrator to be selected by mutual
8 agreement of the Employer and the Association within seven (7) calendar days after the
9 Association requests such action. If the parties fail to mutually agree upon the arbitrator within
10 the said seven (7) day period, either party may request a list of not less than five (5) arbitrators
11 from the Bureau of Mediation Services. Both the Employer and the Association shall have the right
12 to strike not less than two (2) names from the panel. A coin shall be flipped to determine which
13 party shall strike the first name. The other party shall then strike one name and the process will be
14 repeated and the remaining person shall be the arbitrator. Arbitration proceedings arising from
15 grievances of the nature referenced in Minn. Stat. § 626.892, subd. 2(a), shall be conducted in
16 accordance with the provisions of Minn. Stat. § 626.892 by an arbitrator or arbitrator panel
17 assigned in accordance therewith. Expenses for the arbitrator's or arbitrator panel's services and
18 proceedings shall be borne by the losing party. However, each party shall be responsible for
19 compensating its own representatives and witnesses. The decision of the arbitrator or arbitrator
20 panel shall be final and binding upon the parties and the employee(s). The arbitrator or arbitrator
21 panel shall hear the grievance at a scheduled meeting subject to the availability of the Employer
22 and the Association Representative. The arbitrator or arbitrator panel shall notify the employee,
23 the Association Representative and the Employer of their decision within thirty (30) calendar days
24 following the close of the hearing or submission of briefs by the parties, whichever is later, unless
25 the parties agree to an extension thereof. If either party desires a verbatim record of the
26 proceedings, it may cause such a record to be made, provided it pays for the record. If both parties
27 desire a verbatim record of the proceedings, the cost shall be shared equally.

28 **Section 5. Arbitrator's Authority.**

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

37 **Section 6. Time Limits.**

38 If the grievance is not presented within the time limits set forth above, it shall be considered
39 waived. If the grievance is not appealed to the next step or steps within a specified time limit or
40 any agreed extension thereof, it shall be considered settled on the basis of the Employer's last
41 answer. If the Employer does not answer a grievance or an appeal thereof within the specified
42 time limits, the Association may elect to treat the grievance as denied at that step and
43 immediately appeal the grievance to the next step. The time limit in each step may be extended by
44 mutual written agreement of the Employer and the Association in each step, and such extension
45 will not be unduly withheld. By the mutual agreement of the Employer and the Association, the
46 parties may waive Steps 1, 2 and 3.

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

2 By mutual agreement between the Association and the Employer, a grievance may be submitted
3 for mediation before the Bureau of Mediation Services at any time prior to the arbitration hearing.
4 Additionally, by mutual agreement between the Association and the Employer, the parties may
5 use any other form of ADR to resolve a grievance prior to the arbitration hearing. Any expenses for
6 the ADR practitioner's service, if any, and the proceeding shall be borne equally by the Appointing
7 Authority and the Association; however, each party shall be responsible for compensating its own
8 representatives and attendees. Unless the Employer and the Association agree otherwise, if either
9 party cancels an ADR proceeding or asks for a postponement that leads to the ADR practitioner
10 charging a fee, then the party initiating the cancellation or the postponement shall pay this fee.

11 **ARTICLE 17 - INJURY ON DUTY**

12 The parties recognize that employees working in law enforcement and covered by this Agreement
13 face a high potential for injury due to the nature of their employment. Such employee who, in the
14 ordinary course of employment and while acting in a reasonable and prudent manner and in
15 compliance with the established rules and procedures of the Employer, incurs a disabling injury
16 while in performance of assigned duties involving enforcement, investigation or assistance shall be
17 compensated in an amount equal to the difference between the employee's regular rate of pay
18 and benefits paid under worker's compensation, without deduction from the employee's accrued
19 sick leave. Such compensation shall not exceed an amount equal to four hundred (400) times the
20 employee's regular hourly rate of pay per disabling injury.

21 **ARTICLE 18 - SEVERANCE PAY**

22 **Section 1. Eligibility.**

- 23 A. **General Rule.** All employees who have accrued twenty (20) years or more state seniority shall
24 receive severance pay upon any separation from state service except for discharge based on a
25 felony conviction.
- 26 B. **Separation with Less Than Twenty (20) Years of Service.** Employees with less than twenty (20)
27 years state seniority shall receive severance pay upon separation due to: attaining the
28 mandatory retirement age; death; or lay off; (except for seasonal layoffs.)
- 29 C. **Separation with Eligibility for Retirement Annuity.** Employees who separate from state
30 service after ten (10) years of state seniority and who are immediately entitled at the time of
31 retirement to receive an annuity under a state retirement program shall, notwithstanding an
32 election to defer payment of the annuity, also receive severance pay.
- 33 D. **Separation Following Reinstatement after Layoff.** Employees who are reappointed to State
34 service after receiving severance resulting from a layoff are eligible for additional severance
35 upon separation after the reappointment only if they meet the continuous State service
36 requirement. Service credit shall include the time served in continuous State service prior to
37 the layoff and the time served on the layoff list.
- 38 E. **Separation Following Reappointment to State Service.** Employees who are reappointed to
39 State service after receiving severance as a result of meeting the years of service requirement
40 are eligible for additional severance upon separation based on their prior years of service.

1 **Section 2. Calculation.**

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

4 Such severance pay shall be excluded from retirement deductions and from any calculations in
5 retirement benefits and may be paid at the employee's option, over a period not to exceed two (2)
6 years from termination of employment. In the event that a terminated employee dies before all or
7 a portion of the severance pay has been disbursed, that balance due shall be paid to a named
8 beneficiary or, if there is no named beneficiary, to the deceased's estate.

9 For employees who become eligible for additional severance upon reappointment or
10 reinstatement under Sections 1.D. or 1.E., such additional severance pay shall be computed upon
11 the difference between the amount of accumulated but unused sick leave restored to the
12 employee's credit at the time the employee was reappointed or reinstated and the amount of
13 accumulated but unused sick leave at the time of the employee's subsequent eligibility for
14 severance pay.

15 **Section 3. MSRS Health Care Savings Plan.**

16 Employees who, for reasons other than layoff or death, are eligible to receive severance pay shall
17 have one hundred percent (100%) of severance pay, as defined in Article 18, Section 2, deposited to
18 an MSRS health care savings account in lieu of payment in cash. Employees who do not meet
19 the requirements for the health care savings account, or whose combined vacation and severance
20 pay totals less than five hundred dollars (\$500), shall receive the severance payment in cash.

21 Employees who are eligible to receive payment for accrued and unused vacation upon separation
22 from employment pursuant to Article 11, Section 1 of this Agreement, shall have one hundred
23 percent (100%) of such vacation pay deposited to an MSRS health care savings account in lieu of
24 payment in cash. Employees who do not meet the requirements for the health care savings plan
25 account, or whose combined vacation and severance pay totals less than five hundred dollars
26 (\$500), shall receive the vacation pay in cash. Employees who are eligible to receive a vacation
27 payoff, but not severance, are still required to participate in the Health Care Savings Plan.

28 **ARTICLE 19 - EXPENSE ALLOWANCES**

29 **Section 1. General.**

30 The Appointing Authority may authorize travel at State expense for the effective conduct of the
31 State's business. Such authorization must be granted prior to the incurrence of the actual
32 expenses. The employees affected under this Article shall be reimbursed for such expenses that
33 had been authorized by the Appointing Authority in accordance with the terms of this Article.

34 **Section 2. Automobile Expense.**

35 When a State-owned vehicle is not available and an employee is required to use the employee's
36 automobile to conduct authorized State business, the Appointing Authority shall reimburse the
37 employee at the current IRS rate on the most direct route. When a State-owned vehicle is offered
38 and declined by the employee, the Appointing Authority or designee shall authorize that mileage
39 be paid at a rate of seven (7) cents per mile less than the current IRS rate on the most direct route.
40 Deviations from the most direct route, such as vicinity driving or departure from the employee's
41 residence, shall be shown separately on the employee's daily expense record and reimbursed
42 under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An

1 employee shall not be required by the Employer to carry automobile insurance coverage beyond
2 that required by law.

3 **Section 3. Commercial Transportation.**

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

8 **Section 4. Overnight Travel.**

9 Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs
10 of lodging, in addition to the actual costs of meals while away from their home station, up to the
11 maximums stated in subsection B of this Section 4. Employees in travel status in excess of one (1)
12 week without returning home shall be allowed actual cost not to exceed sixteen dollars (\$16.00)
13 per week for laundry. Employees in travel status in high-cost localities as identified by the Internal
14 Revenue Service (IRS) (specifically excluding any cities within Minnesota) shall be allowed actual
15 cost not to exceed twenty dollars (\$20.00) per week for laundry.

16 A. Employees assigned to be in travel status between the employee's temporary or permanent
17 work station and a field assignment shall be reimbursed for the actual cost of meals, including
18 a reasonable gratuity under the following conditions:

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

22 2. **Noon Meal.** Lunch reimbursement may be claimed only if the employee is in travel status
23 and is performing required work more than thirty-five (35) miles from their temporary or
24 permanent work station and the work assignment extends over the normal noon meal
25 period.

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

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

32 B. Except for the high-cost localities identified by the IRS (excluding those in Minnesota), the
33 maximum reimbursement for meals, including tax and gratuity, shall be:

34	Breakfast	\$1 <u>10</u> .00
35	Lunch	\$13.00
36	Dinner	\$19.00

37 For high-cost localities as identified by the IRS (specifically excluding any cities within
38 Minnesota), the maximum reimbursement shall be:

39	Breakfast	\$12.00
40	Lunch	\$15.00
41	Dinner	\$23.00

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

4 **Section 5. Special Expenses.**

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

8 **Section 6. Payment of Expenses.**

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

16 **ARTICLE 20 - RELOCATION EXPENSES**

17 **Section 1. Authorization.**

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

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

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

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

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

4 **Section 2. Covered Expenses.**

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

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

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

17 C. **Moving Expenses.** The Employer shall pay the cost of moving and packing the employee's
18 household goods. The employee shall obtain no less than two (2) bids for packing and/or
19 moving household goods and approval must be obtained from the Appointing Authority prior
20 to any commitment to a mover to either pack or ship the employee's household goods. The
21 Employer shall pay for the moving of house trailers if the trailer is the employee's domicile,
22 and such reimbursement shall include the cost of transporting supporting blocks, skirts, and/or
23 other attached fixtures.

24 D. **Miscellaneous Expenses.** The employee shall be reimbursed up to a maximum of five hundred
25 dollars (\$500.00) for the necessary miscellaneous expenses directly related to the move. These
26 expenses may include such items as: disconnecting and connecting appliances and/or utilities,
27 cost of insurance for property damage during the move, the reasonable transportation costs of
28 the employee's family to the new work location at the time the move is made, including meals
29 and lodging (such expenses shall be consistent with the provisions of Article 20 Expense
30 Allowances), or other direct costs associated with rental or purchase of another residence. No
31 reimbursement will be made for the cost of improvements to the new residence or
32 reimbursable deposits required in connection with the purchase or rental of the residence.

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

36 **ARTICLE 21 - BIDDING ON VACANT POSITIONS; PROBATION**

37 **Section 1. Conservation Officers.**

38 When a permanent vacancy occurs in an assigned patrol area, the Employer ~~shall will~~ notify ~~the~~
39 employees of the vacancy by e-mail or other electronic system accessible to all employees. In
40 addition, the Employer may provide notice in any other means it deems appropriate of the vacancy
41 and the date specified by which the vacancy will be filled. It shall be the policy of the Employer to
42 select the most senior qualified bidder in the same classification on the basis of their qualifications

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

11 In the event that the most senior employee requesting the vacancy is not offered the vacancy, that
12 employee may request to shall be notified of the reason(s) in writing, verbally, or both and the
13 reasons shall be discussed with the employee if they so request.

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

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

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

32 **Section 2. Troopers.**

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

36 1. **Regular Assignment.** Upon the effective date of this Agreement, any permanent employee
37 desiring to bid to another work location, either in their present district or another district,
38 shall file a written request with their Captain and if it is a work location in another district,
39 a copy to the Captain of that district. Such requests must be received on an annual basis if
40 the transfer is still desired. The renewal period will start on July 1st for the following year,
41 and expire thirty (30) days thereafter. When a permanent vacancy occurs, the most senior
42 employee of those requesting the work location during the most recent annual renewal
43 period will be first considered for such vacancy. If no employee has applied for that work
44 location during the most recent renewal period, the most senior employee applying prior

1 to the day the vacancy occurs will be given first consideration. In the event that the most
2 senior employee is not selected in the above instances, they, upon request, shall be given a
3 written statement listing the reasons why they were not selected. Upon written request of
4 the employee, the Association shall be furnished a copy of such reasons. It shall be the
5 policy of the Employer to select the most senior qualified employees from those indicating
6 a desire to bid to the vacancy. The vacancy will be filled on the basis of the applicant's
7 qualifications and ability to perform satisfactorily in that assigned patrol area. Upon
8 acceptance of a transfer due to a bid, the employee will not be contacted for transfers for
9 six (6) months except for specific locations, vacancies or assignments as requested by the
10 employee at the time of the transfer. Assignments to Governor's Security are not governed
11 by any provisions of this Section.

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

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

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

- 35 a. Selection from among those employees with rank of Trooper in seniority order.
36 b. In the event an employee is not selected, they may request to ~~shall~~ be notified entitled
37 ~~to an explanation of the reason(s) in writing, verbally, or both~~ ~~they were not selected,~~
38 ~~and, if so desires shall be given a written statement listing the reasons they were not~~
39 ~~selected.~~

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

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

- 1 2. **Technical Sergeant.** Employees serving in certain positions including, but not limited to the
2 following specific positions, shall be designated as "Technical Sergeants": district
3 investigations, warrants, district safety education, criminal patrol, and commercial vehicle
4 enforcement (which may include mobile scales, motor vehicle inspections and civil
5 weights). Vacancies for such positions which carry the rank of Technical Sergeants shall be
6 advertised by Troopers memo sent electronically to each eligible employee, so as to allow
7 employees to express an interest in the assignment. Such memo shall contain a description
8 of the position, the minimum qualifications for eligibility, and the procedure for becoming
9 a candidate for the position. An employee may express interest in any such position within
10 their district or in District 2000 or District 4700. The selection shall be made following an
11 oral interview of all eligible candidates. The Appointing Authority shall select a candidate to
12 fill a vacancy based on legitimate business reasons and shall not be arbitrary, capricious or
13 discriminatory in the selection process. The Association agrees that the Appointing
14 Authority's decision to reassign an employee from a Technical Sergeant position during the
15 first six (6) months after appointment shall be not grievable. The Appointing Authority
16 agrees that after six (6) continuous months of service, it shall remove an employee from a
17 Technical Sergeant position only with just cause. Any employee who does not complete the
18 six (6) months of continuous service in a Technical Sergeant position will be returned to
19 their previous assignment. An employee desiring to return from a Technical Sergeant
20 position which they had occupied for six (6) months or more shall return to their previous
21 assignment and job duties.
- 22 3. **Pilot/Chief Warrant Officer.** Vacancies for positions that carry the rank of Chief Warrant
23 Officer shall be advertised by Troopers memo sent electronically to each eligible employee,
24 so as to allow employees to express an interest in the assignment. Such memo shall
25 contain a description of the position, the minimum qualifications for eligibility, the
26 procedure for becoming a candidate for the position, and the necessary requirements for
27 certification. The Appointing Authority shall select a candidate to fill the position based on
28 legitimate business reasons, and shall not be arbitrary, capricious, or discriminatory in the
29 selection process. The Association agrees that the Appointing Authority's decision to
30 reassign an employee from a Chief Warrant Officer position to other duties within the
31 same district during the first twelve (12) months after appointment shall not be grievable.
32 An employee who has not obtained their commercial pilot certification after completing
33 nine (9) months of continuous service in a Chief Warrant Officer position may be assigned
34 to other duties within the same district. The Appointing Authority agrees that after twelve
35 (12) continuous months of service in a Chief Warrant Officer position, it shall remove an
36 employee from a Chief Warrant Officer position only for just cause. Loss of, and/or failure
37 to obtain a second class Airmen Medical Certificate within twelve (12) months after
38 appointment may be considered sufficient reason for reassignment to other duties within
39 the geographically closest District.
- 40 C. Other new work assignments and previously established work assignments that become
41 vacant and that are otherwise not governed by the agreement shall be advertised by Troopers
42 memo sent electronically to each member affected, so as to allow employees to express an
43 interest in the assignment.

44 **Section 3. Special Agents, Special Agent Seniors.**

- 45 A. A vacancy is defined as a non-temporary (more than 12 months) opening in the classified
46 service which the Appointing Authority determines to fill. When a vacancy exists, the Employer

1 agrees to post a notice of such vacancy for a period of not less than seven (7) calendar days
2 prior to filling that vacancy. Such notice shall specify the responsibilities of the position, the
3 section to which the position will be assigned and the deadline for persons to submit in writing
4 their desire to be considered for the position.

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

12 In the event an employee from a geographic location other than the location of the vacancy,
13 who submitted in writing a desire to be considered, was not selected, they may request to shall
14 be notified in writing, verbally, or both.~~have seven (7) days to make a written request to know~~
15 ~~the reasons for not being selected. It shall be the employee's choice to receive that~~
16 ~~information by either meeting with the Employer to discuss the reasons the employee was not~~
17 ~~selected or by receiving from the Employer a written statement explaining why the employee~~
18 ~~was not selected.~~

19 C. Nothing in Article 21, Section 3 shall be construed to limit the right of the Employer to
20 temporarily fill a vacancy, pending the notification procedures.
21 D. A work-out-of-class assignment is an assignment where an employee is expressly assigned to
22 perform all the duties of a position allocated to a different classification that is temporarily
23 unoccupied and the work-out-of-class assignment exceeds ten (10) consecutive work days.

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

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

31 **Section 4. Probationary Period.**

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

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

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

1 **ARTICLE 22 - WORK RULES**

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

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

10 **Section 1. Court Time, Call-In, Call-Back and Court Cancellation.**

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

17 Any employee of the State Patrol who is required to appear in court in regard to a criminal
18 proceeding during their scheduled off-duty time, and has their scheduled court appearance
19 cancelled after 4:00 p.m. of the day prior to the court appearance, shall be paid for two (2) hours
20 at the overtime rate of time and one-half (1 1/2) of the employee's current base rate of pay.
21 Scheduled court appearances must be date certain and time specific.

22 **Section 2. Standby - State Patrol.**

23 An employee of the State Patrol who is required to make themselves available for work in an "on-call"
24 status shall be compensated at the rate of fifteen (15) minutes straight time pay for each one
25 (1) hour of "on-call" status. Such compensation shall be limited to four (4) hours straight time pay
26 per calendar day. An employee shall be in an "on-call" status if their supervisor has instructed the
27 employee to remain available to work during an assigned off-duty period. An employee who is
28 instructed to be in an "on-call" status is not required to remain at a fixed location but is required
29 to leave word where they may be reached. An employee shall not receive "on-call" pay for hours
30 actually worked, but shall be compensated for such hours as provided for in Section 1 of this
31 Article.

32 **Section 3. On-Call - Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents,
33 and Special Agents Senior Employed by the Alcohol and Gambling Enforcement Division.**

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

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

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

3 **Section 4. On-Call - Conservation Officers.**

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

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

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

15 1. **On-Call on a Scheduled Day Off.** Subject to the provisions of paragraph 4 of this section, an
16 employee of the BCA who is instructed, in writing, to remain in an on-call status on a day in
17 which the employee is not scheduled to work shall be compensated for being on-call at the
18 rate of fifteen (15) minutes at the employee's current rate of pay for each one (1) hour of on-
19 call status up to a maximum of four (4) hours of straight time pay. Compensation for on-call
20 shall be in the form of compensatory time or cash, at the discretion of the Appointing
21 Authority.

22 2. **On-Call On a Scheduled Day of Work.** Subject to the provisions of paragraph 4 of this section,
23 an employee of the BCA who is instructed, in writing, to remain in an on-call status on a
24 scheduled day of work shall be compensated for being on-call at the rate of fifteen (15)
25 minutes straight time pay at the employee's current rate of pay for each two (2) hours of on-
26 call status up to a maximum of two (2) hours of straight time pay. Compensation for on-call
27 shall be in the form of compensatory time or cash, at the discretion of the Appointing
28 Authority.

29 3. **On-Call On a Holiday.** Subject to the provisions of paragraph 4 of this section, an employee of
30 the BCA who is instructed, in writing, to remain in an on-call status on a paid holiday off shall
31 be compensated for being on-call at the rate of fifteen (15) minutes pay at the employee's
32 current rate of pay for each one (1) hour of on-call status up to a maximum of six (6) hours of
33 straight time pay. Compensation for on-call shall be in the form of compensatory time or cash,
34 at the discretion of the Appointing Authority.

35 4. **Compensation for Hours Worked During On-Call Status.** An employee of the BCA who, while
36 scheduled to be on-call, works more than the number of scheduled hours on a scheduled day
37 of work, or who works on a day not scheduled to work, or who works on a holiday, shall be
38 compensated for the number of hours of overtime worked in accordance with the provisions
39 outlined in Article 25, Section 1(B) for overtime pay. An employee shall not receive "on-call
40 pay" for the hours actually worked on these days. Compensation for overtime hours worked
41 shall be in the form of compensatory time or cash, at the discretion of the Appointing
42 Authority.

1 **ARTICLE 24 - HOURS OF WORK**

2 **Section 1. Conservation Officers.**

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

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

7 B. **Daily Scheduling.** It is recognized that employees are required to work varied hours and during
8 several separated periods within the same day and the same payroll period, making the
9 maintaining of consistent starting and stopping times or the assignment of the number of
10 hours worked in one (1) day or one (1) week sometimes impossible. The Employer agrees to
11 make reasonable effort to allow employees to schedule at least two (2) consecutive days off in
12 a payroll period where such scheduling meets both the needs of the Employer and the desires
13 of the employees. Accordingly, employees are expected to schedule the days and hours that
14 they work to appropriately manage their work based on their job duties and the resource
15 needs of their assignment.

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

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

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

27 D. Nothing in this Section limits or restricts the Employer's ability to direct employees to
28 temporarily deviate from their normal job duties and instead perform work more commonly
29 associated with other types of licensed peace officers when necessary to respond to civil
30 unrest, a natural or environmental disaster, or other public-safety emergency. In such
31 circumstances, the Employer may assign an employee to work on specific days and specific
32 hours on such days. The parties acknowledge that it is impossible to define all instances in
33 which the Employer may need to assign employees to perform duties that differ from the
34 normal work of a Conservation Officer and to schedule such special work. However, such
35 special circumstances are intended to be determined based on the nature of the duties to be
36 performed in such special circumstances and, therefore, such special circumstances do not
37 include situations in which employees will be primarily performing duties within the scope of
38 their normal day-to-day work activities.

39 When it is necessary for the Employer to direct employees to deviate from their normal day-
40 to-day duties and to work on set days/times, the Employer will:

- 41 1. Provide employees with as much advance notice as possible; and

- 1 2. Attempt to meet its staffing needs first by seeking volunteers. The Employer may
2 designate employees to special assignments based on operational needs. However, the
3 Employer will give consideration to special circumstances of individual employees and
4 use its best efforts to equitably assign non-voluntary work details among employees
5 giving consideration to an employee's prior participation in such details.

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

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

- 10 A. **Normal Workday.** The normal workday shall consist of eight (8) consecutive hours of work
11 within a twenty-four (24) hour period.
- 12 B. **Normal Work Period.** The normal work period shall consist of a twenty-eight (28) consecutive
13 calendar day period. The Appointing Authority agrees to notify the Association thirty (30)
14 calendar days in advance of the effective date of a change in the work period.
- 15 C. **Daily Scheduling.** It is recognized that because of the nature of their work, Special Agents
16 covered by this Agreement may be scheduled and required to work varied hours, work on
17 holidays and weekends, and during several separated periods within a single day making the
18 maintaining of consistent starting and stopping times or the assignment of the number of
19 hours worked in one (1) day sometimes impossible. However, insofar as practicable and
20 without reducing efficiency of work performance, employees are expected to complete normal
21 routine work within a normal eight (8) consecutive hour day in a twenty-four (24) hour period.

22 **Section 3. Troopers.**

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

- 24 A. **Workday.** The normal workday shall consist of eight (8), nine (9) or ten (10) consecutive hours
25 of work, including paid lunch periods.
- 26 B. **Work Period.** The normal work period shall consist of a twenty-eight (28) consecutive calendar
27 day period. Employees shall be scheduled for a minimum of two (2) consecutive days off in
28 each payroll period. The Employer may change the duration of the work period upon thirty
29 (30) days written notice to the Association.
- 30 C. **Work Schedules.** The written work schedule reflecting each employee's days and hours of
31 work shall be posted in each district headquarters at least twenty-one (21) days in advance of
32 its effective date, except in the case of holidays where said posting shall be at least thirty (30)
33 days in advance of its effective date. Emergencies declared by the Commissioner of Public
34 Safety requiring changes in schedules effecting ten (10) or more employees for the duration of
35 one (1) week or more may be changed without regard to the twenty-one (21) day provision. In
36 any event, the Employer shall distribute summer work schedules no later than March 1 and
37 winter schedules no later than September 1. All schedules shall provide for no less than sixty
38 (60) and no more than one hundred (100) hours within a payroll period. To provide a uniform
39 amount of earnings in an employee's bi-weekly pay check, employees shall carry forward all
40 hours eligible for compensation in excess of eighty (80) in a payroll period into the next regular
41 bi-weekly payroll period within the twenty-eight (28) day work period for which they are
42 scheduled for less than eighty (80) hours. Hours carried forward are added to that payroll
43 period to bring it up to eighty (80) hours, and this computation of time shall be made before
44 the provisions of Article 25 apply. Such hours shall be considered as "administrative time" and

1 shall be subject to the liquidation upon separation provisions of Article 10, Section 7. Nothing
2 herein shall be construed as a guarantee of hours of work per day or per work period. With the
3 approval of the employee's immediate supervisor, employees may mutually agree to exchange
4 work shift assignments but such changes shall not result in overtime payment.

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

12 D. **Compensatory time off shall be scheduled in accordance to the following provisions.**

13 a. Except under the circumstances set forth in paragraph a below, an employee's
14 request to liquidate their Earned Compensatory Time Bank shall be granted so long
15 as the absence of the requesting employee will not cause their station to fall below
16 the following minimum coverage requirements.

- 17 i. Station staff size of two (2) has no minimum station coverage requirement.
- 18 ii. Station staff size of three (3) has a minimum station coverage requirement
19 of one (1) shift per twenty-four (24) hours.
- 20 iii. Station staff size of four (4) has a minimum station coverage requirement of
21 ten (10) shifts per week, provided that one (1) day car and one (1) night car
22 will not be required on more than two (2) consecutive days on Fridays,
23 Saturdays, or Sundays.
- 24 iv. Station staff size of five (5) through eight (8) has a minimum station
25 coverage requirement of one (1) day car and one (1) night car.
- 26 v. Station staff size of nine (9) has a minimum station coverage requirement of
27 one (1) day car and two (2) night cars.
- 28 vi. Station staff size of ten (10) through thirteen (13) has a minimum station
29 coverage requirement of two (2) day cars and two (2) night cars.
- 30 vii. Station staff size of fourteen (14) and fifteen (15) has a minimum station
31 coverage requirement of three (3) day cars and three (3) night cars.

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

- 37 b. Requests to take Earned Compensatory Time off will be considered on a first come,
38 first served basis. Although no minimum advance notice is required, where
39 practical, an employee should attempt to give adequate prior notice to their
40 supervisor.
- 41 c. A supervisor may, but is not required to, deviate from the minimum coverage
42 guidelines as set forth in paragraph a.

- 1 d. Notwithstanding the provisions of paragraph a and notwithstanding the Employer's
2 agreement that it will not unreasonably deny a request to take Earned
3 Compensatory Time off, the parties agree that the Employer may deny a request to
4 take Earned Compensatory Time off if the absence of the requesting employee will
5 "unduly disrupt" the operations of the Employer. The parties acknowledge that it is
6 impossible to ascertain every circumstance that could render the absence of an
7 employee "unduly disruptive". Nevertheless, the parties agree that, in addition to
8 the considerations set forth in paragraph a, b, and c above, an "undue disruption"
9 would be caused by an absence in the following circumstances:
10 i. the Commissioner of Public Safety has declared an emergency;
11 ii. the Chief of the State Patrol has determined that there is an extraordinary
12 event presenting a threat to public safety or causing hazardous travel
13 conditions that impacts a substantial region of the State including the State
14 Patrol District in which the requesting employee's station is located;
15 iii. the Department of Public Safety cannot provide adequate protection to a
16 visiting dignitary or the elected officials of the State of Minnesota without
17 compelling the attendance of the requesting employee; or
18 iv. such other circumstances as may be enumerated from time to time by the
19 United States Department of Labor or courts having jurisdiction over the
20 parties.
21 e. Once a request to use Earned Compensatory Time off has been granted, the grant
22 of time off can be revoked only on the same terms and conditions as when the
23 Employer cancels a scheduled vacation, including the requirement that hours
24 worked on a day for which Compensatory Time off had been granted shall be
25 subject to the call-back and overtime provisions of the Labor Agreement.

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

32 F. **Lunch Period.** All Troopers shall be granted a paid lunch period of not more than thirty (30)
33 minutes during each work day. Such lunch period cannot be taken during the first hour or
34 the last hour of the employees work day unless specifically authorized by a supervisor. If an
35 employee does not receive a lunch period because of operational requirements, such lunch
36 period may not be taken during a subsequent work day.

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

43 H. **Schedule Change Pay.** When a Trooper's schedule has been changed with ~~less~~fewer than
44 twenty-one (21) calendar days notice, all hours worked outside of the Trooper's originally

1 scheduled ~~timeshift~~ shall be compensated in cash at one and a half (1.5) times the
2 Trooper's regular hourly rate. Changed shifts have a new assigned start and end time and
3 must be scheduled for the same length as the original scheduled shift (8, 9, or 10 hours).

4 When any hours of the new assigned shift overlap with the original scheduled shift, the
5 overlapping hours shall be compensated at the Trooper's regular rate of pay until the
6 Trooper reaches the end of their newly assigned 8, 9, or 10 hours. Hours exceeding the
7 scheduled shift length will be paid consistent with Article 25, unless outside of the original
8 scheduled shift.

9 Schedule change pay does not apply during an emergency declared by the Commissioner of
10 Public Safety requiring a schedule change for ten (10) or more employees for the duration
11 of one (1) week or more.

12 H. In reaching agreement on this language, the parties developed some examples to assist ← Formatted: Indent: Left: 0.5", No bullets or numbering
13 in interpreting and applying this language. Those examples are set forth in Appendix H.

ARTICLE 25 - OVERTIME

Section 1. Definition.

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

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

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

a. **Earned Compensatory Time.**

- (1) Hours that are not required to be paid in cash by the Federal Fair Labor Standards Act or other provisions in this Agreement shall be compensated in the form of compensatory time off (hereafter "Earned Compensatory Time"). Earned Compensatory Time shall be placed in the employee's Earned Compensatory Time Bank.
- (2) Earned Compensatory Time may be liquidated in cash at the Appointing Authority's option during the term of the employee's employment, but shall be paid in cash upon an employee's separation from employment. When Earned Compensatory Time is liquidated in cash, it shall be paid at the employee's straight time hourly rate in effect at the time such payment is made.

- 1 (3) Earned Compensatory Time may be accrued to a maximum of one hundred twenty
2 (120) hours. All hours in excess of one hundred twenty (120) will be liquidated in
3 cash and paid at the employee's straight time hourly rate in effect at the time such
4 payment is made.
- 5 (4) An employee may liquidate their Earned Compensatory Time Bank by taking time
6 off. When an employee desires to liquidate Earned Compensatory Time by taking
7 time off, such requests will be liquidated at a time mutually agreeable to the
8 employee and their supervisor pursuant to the terms of Article 24, Section 3. D.
- 9 (5) When an employee's Earned Compensatory Time Bank exceeds one hundred (100)
10 hours, the Appointing Authority may notify the employee that they must reduce
11 their Earned Compensatory Time Bank. Within forty-eight (48) hours after receiving
12 such notice, the employee shall submit to their supervisor a plan to reduce their
13 Earned Compensatory Time Bank below one hundred (100) hours within fourteen
14 (14) days of such notice. If the employee does not submit a plan providing for the
15 reduction of their Earned Compensatory Time Bank within the parameters set forth
16 herein, the Appointing Authority may reduce the employee's Earned Compensatory
17 Time Bank below one hundred (100) hours by scheduling time off in increments not
18 less than a regular work shift, unless the employee and their supervisor agree to
19 time off in an amount less than a regular work shift.

20 b. **Alternate Holiday Time Bank.**

- 21 (1) In lieu of payment in cash at the overtime rate for hours worked on a holiday as
22 specified in Article 10, Section 2.B.2 or 4, an employee may request that such
23 compensation be made in the form of Alternate Holiday Time. In lieu of payment in
24 cash at straight time for holidays on which an employee does not work as specified
25 in Article 10, Section 2.B.1 or Section 2.B.2(c), an employee may designate that such
26 holiday compensation be made in the form of Alternate Holiday Time. When
27 compensation for a holiday is made in the form of Alternate Holiday Time, the
28 Alternate Holiday Time shall be placed in the employee's Alternate Holiday Time
29 Bank.
- 30 (2) The maximum amount of Alternate Holiday Time that may be accumulated is two
31 hundred forty (240) hours. When the balance of an employee's Alternate Holiday
32 Time Bank is at two hundred forty (240) hours, no more Alternate Holiday Time may
33 be accumulated.
- 34 (3) An employee may liquidate their Alternate Holiday Time Bank during the term of
35 their employment by taking time off. When an employee desires to liquidate
36 Alternate Holiday Time by taking time off, such requests will be liquidated at a time
37 mutually agreeable to the employee and their supervisor under the same terms and
38 conditions that govern requests for vacation time off.
- 39 (4) An employee's Alternate Holiday Time Bank shall be liquidated by cash payment
40 upon an employee's separation from employment at the employee's straight time
41 hourly rate in effect at the time of separation.

- 42 5. **Overtime Assignment.** If an insufficient number of employees volunteer for overtime work,
43 the Employer will endeavor to assign the necessary overtime in inverse seniority order

1 within a work station or district. Employees shall be required to work overtime unless
2 excused by the Employer.

- 3 6. Employees shall have the option, upon written notice to their supervisor, unless otherwise
4 prohibited by law, to accrue hours credited and/or worked as Compensatory time in lieu of
5 cash.
6 7. The Employer may establish by General Order a rate of compensation for Troopers who
7 participate in conferences with attorneys or insurance investigators or who provide
8 testimony in civil cases with regard to accidents not involving State vehicles. The Employer
9 shall periodically meet and confer with the Association regarding such rates. The
10 compensation for such conferences or testimony is payable by the party requesting the
11 conference, and not by the Employer.

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

14 Overtime worked shall be subject to the following provisions:

15 1. **General.**

- 16 a. Overtime worked from one hundred sixty (160) through one hundred seventy-one
17 (171) hours during the work period shall be paid on a straight time basis and be placed
18 in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
19 b. Overtime worked in excess of one hundred seventy-one (171) hours shall be paid on a
20 time and one half (1 1/2) basis and placed in a compensatory bank or paid in cash at
21 the discretion of the Appointing Authority.

22 2. **Compensatory Bank.**

- 23 a. **Size of Bank.** The maximum amount of hours that may be in the compensatory bank at
24 any one time shall be established by the Appointing Authority within the guidelines of
25 the F.L.S.A.
26 b. **Cash Liquidation.** Overtime hours which are liquidated in cash shall be liquidated on the
27 same or immediately following payroll abstract for the payroll period in which it is earned.
28 c. **Compensatory Time Liquidation in Cash.** At the discretion of the Appointing Authority, all
29 or a portion of the compensatory bank may be liquidated in cash.
30 d. **Use of Compensatory Time.** Upon agreement with the supervisor, the employee may use
31 compensatory time within sixty (60) days of the date earned. If not used within the sixty
32 (60) day period, the supervisor may schedule such compensatory time off for the
33 employee. The employee may use compensatory time upon advance notice to the
34 employee's supervisor unless the supervisor can demonstrate that the use of the
35 compensatory time when designated by the employee would unreasonably interfere with
36 the Employer's operations.

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

40 Overtime shall be subject to the following conditions:

- 1 1. Conservation Officers shall be permitted to work up to eighty-six (86) hours in the fourteen
2 (14) calendar day work period for necessary enforcement activities.
- 3 2. Conservation Officers with prior approval from their Supervisor or designee, shall be
4 permitted to work over eighty-six (86) hours but not greater than ninety-two (92) hours in
5 the fourteen (14) calendar day work period for emergencies and ongoing enforcement
6 activities.
- 7 3. Conservation Officers may only exceed ninety-two (92) hours in the fourteen (14) calendar
8 day work period when specifically authorized by the Director of Enforcement or designee.
- 9 4. As operational requirements permit, all reasonable efforts will be made to distribute
10 overtime equitably among employees.
- 11 5. Where concentrated hours are necessary to staff season openers, stake-outs and other
12 high activity time periods, hours not worked in previous work periods up to ninety-two (92)
13 may be worked in a subsequent work period under the conditions of parts (1), (2) and (3)
14 above but the accumulative total of hours paid shall not exceed ninety-two (92) hours paid,
15 averaged over the full fiscal year.
- 16 6. In the event that overtime hours are paid erroneously, the employee shall reimburse the
17 State through pay warrants, or, if severed, by personal payment.
- 18 7. Conservation Officers shall receive eight (8) hours for each holiday (except for the floating
19 holiday) and up to eight (8) hours sick leave used on a scheduled work day, as credit for
20 purposes of calculating the attainment of the eighty-six (86) hours referenced in this
21 subsection C.

22 **Section 2. No Duplication of Hours.**

23 Overtime hours shall not be credited or paid more than once for the same hours worked under
24 any provision of this Agreement.

25 **Section 3. General Policy.**

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

28 The parties agree the ~~2021-2023~~2023-2025 contract language for the issue of Conservation
29 Officers' Overtime shall be interpreted in conjunction with Appendix F a letter from former DNR
30 Deputy Commissioner Steven Thorne.

31 **ARTICLE 26 - SENIORITY AND LAYOFF**

32 **Section 1. Definition.**

33 Seniority shall mean an employee's length of service in a classification within their employing
34 division, agency and this bargaining unit except; that classification seniority shall include all
35 combined time worked in Natural Resources Specialist Conservation Officer classifications. As of
36 the effective date of this Agreement, time spent on a disciplinary suspension shall count toward
37 seniority accrual, but unpaid leave of absences shall not count in accordance with Article 14,
38 Section 1. An employee's seniority shall be broken only by separation from state service by
39 reasons of resignation, discharge for just cause, retirement, or death. When two (2) or more
40 employees have the same seniority date, their position on the seniority list shall be determined as
41 follows. For Special Agents or Special Agent Seniors who have the same seniority date, their

1 positions on the seniority list shall be determined by the date they became a sworn peace officer.
2 For all Natural Resources Specialist Conservation Officer classifications covered by this agreement
3 who have the same seniority date, their positions on the seniority list shall be determined by the
4 score on the initial written examination taken during the hiring process, excluding veterans
5 preference. If a tie still exists, their positions on the seniority list shall be determined by lot. State
6 Patrol Troopers with the same seniority date shall be placed on the seniority list in order of score
7 attained from the Trooper Candidate School. If a tie still exists, their positions on the seniority list
8 shall be determined by lot. Fugitive Specialists who have the same seniority date shall be
9 determined by lot. For Commerce Insurance Fraud Specialists who have the same seniority date,
10 their positions on the seniority list shall be determined by the date they became a sworn peace
11 officer.

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

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

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

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

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

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

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

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

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

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

3 D. **Reduction of Hours.** Upon the request of an employee and with the written approval of the
4 Appointing Authority and the Association, an employee may reduce their hours from full-time
5 or otherwise change their employment condition to less than full-time, and may subsequently
6 change their hours back to full-time with the written approval of their Appointing Authority.
7 Such transactions shall not constitute a layoff or transfer pursuant to this Article.

8 E. **Bumping.**

- 9 1. Rights of Employees Subject to Layoff. An employee being laid off shall have the right to
10 any vacant position in the same classification which they hold at the time of layoff, if
11 they meet the qualifications for the vacancy. If no such vacancy exists, any permanent
12 or probationary employee about to be laid off shall have the right to bump the
13 employee with the least classification seniority in the same class statewide. In the event
14 that an employee about to be laid off elects not to bump, they shall be demoted to
15 displace the least senior employee who has less seniority in the next lower
16 classification in which they previously worked, unless they elect to be laid off.
17 2. Rights of Employees Subject to Transfer Resulting from Workforce Adjustment of State
18 Troopers. An employee being transferred as a result of a workforce adjustment shall
19 have the right to any vacant position in the same classification which they hold at the
20 time of the adjustment, if they meet the qualifications for the vacancy. If no such
21 vacancy exists, or if the employee elects not to fill said vacancy, any permanent or
22 probationary employee about to be transferred shall have the right to bump the
23 employee with the least seniority, but not if such employee's seniority is greater than
24 that of the bumping employee, at any station within the bumping employee's present
25 district or the district from which they transferred to take their present position.

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

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

37 **Section 3. Layoff Rights of Conservation Officers.**

- 38 A. **Determination of Position(s).** In the event a permanent layoff becomes necessary, the
39 Appointing Authority shall determine the position(s) in the class or class option, if one exists,
40 and employment condition and work location which is to be eliminated; and shall meet with
41 the Association as far in advance as possible to work out details of such layoff.
42 B. Upon the request of an employee and with the written approval of the Appointing Authority
43 and the Association, an employee may reduce their hours from full-time or otherwise change
44 their employment condition to less than full-time, and may subsequently change their hours

1 back to full-time with the written approval of their Appointing Authority. Such transactions
2 shall not constitute a layoff pursuant to this Article.

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

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

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

9 E. **Procedure.**

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

11 a. Accept layoff.

12 b. Within fifty (50) miles:

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

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

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

25 c. Outside fifty (50) miles:

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

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

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

38 d. **Claiming.** An employee may request to transfer or demote to a position in the
39 bargaining unit in another department/agency in the same, equal, or lower class in
40 which the employee previously served or for which the employee is determined to be
41 qualified by the Employer. The receiving Appointing Authority shall determine if the

1 employee is qualified for the position and, if so, shall not unreasonably deny the
2 request. Employees may not request a transfer or demotion to another Appointing
3 Authority if a vacancy is available to the employee at a pay level equal to the requested
4 vacancy within fifty (50) miles of the employee's current work location which the
5 current Appointing Authority determines to fill.

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

- 8 (1) In all cases except option d, the employee exercising an option is restricted to those
9 positions within the same bargaining unit and the same employment condition.
10 (2) In all cases of bumping, the employee exercising bumping rights must have greater
11 seniority than the employee who is to be bumped.
12 (3) An employee who does not have sufficient seniority to bump into a previously held
13 class shall not forfeit the right to bump into the next previously held class in the
14 same seniority unit.
15 (4) When a vacancy exists more than fifty (50) miles away from the employee's work
16 location in a class into which the employee has a right to bump, the employee must
17 accept the vacancy prior to exercising the option to bump.
18 (5) If more than one employee opts to fill a vacancy or bump another employee, the
19 employee with the greater seniority shall have priority in exercising that option.
20 (6) When two (2) or more employees in the same class (class option) and employment
21 condition are being simultaneously laid off, the Union and the Appointing Authority
22 may mutually agree to selection of layoff options among the affected employees.

23 **Section 4. General Provisions.**

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

- 29 (1) The employee may bump only into a position under the same Appointing Authority.
30 (2) The employee must first exhaust all of the layoff options available under any
31 existing layoff procedure which covers them for purposes of layoff.

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

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

1 **Section 5. Seniority Lists.**

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

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

11 **Section 6. Employee Status.**

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

15 **Section 7. Eligibility for Relocation Expense Reimbursement.**

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

19 **Section 8. Limited Interruption of Employment.**

- 20 A. Any interruption of employment not in excess of fourteen (14) consecutive calendar days
21 because of adverse weather conditions, shortage of material or equipment, a shutdown of
22 government operations or for other unexpected or unusual reasons, shall not be considered a
23 layoff.
- 24 B. In the event limited interruptions occur, vacation eligible employees shall who are not assigned
25 to work during the interruption shall, upon request, be entitled to advance vacation hours in
26 order to provide the employees with up to eighty (80) hours of earnings for a pay period.
27 Advance vacation hours to such employees shall be allowed up to the maximum number of
28 hours of an employee's accumulated and unused vacation leave. If an employee elects to draw
29 such advances, the employee shall not be permitted to reduce their vacation accumulation
30 below the total hours advanced. However, except as noted below, no employee after the first
31 six (6) months of continuous service shall be denied the right to use vacation time during a
32 limited interruption of employment as long as the vacation hours accrued exceed the number
33 of hours that the employee has been advanced under this section. The Appointing Authority
34 may require that employees use compensatory time before use of vacation. If an employee
35 does not want to use accrued compensatory time or request an advance of vacation, the
36 employee may elect to not receive pay during the interruption. On the payroll period ending
37 closest to November 1 of each year, all employees who have received advances will have their
38 advance reduced to zero (0) by reduction of the employee's accumulated and unused vacation
39 leave.
- 40 C. For employees who are working during the limited interruption, the terms and conditions of
41 this Agreement continue to apply unless otherwise modified by written agreement of the
42 Employer and the Association.

1 **ARTICLE 27 – INSURANCE**

2 **Section 1. State Employee Group Insurance Program (SEGIP).**

3 During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that
4 includes health, dental, life, vision, and disability coverages equivalent to existing coverages,
5 subject to the provisions of this Article.

6 All insurance eligible employees will be provided access to an electronic summary of benefits
7 (SOB) or certificate of coverage (COC) for each insurance product. These documents shall be
8 provided no less than biennially and prior to the beginning of the insurance year.

9 **Section 2. Eligibility for Group Participation.**

10 This section describes eligibility to participate in the Group Insurance Program.

11 A. **Employees - Basic Eligibility.** Employees may participate in the Group Insurance Program if
12 they are scheduled to work at least 1044 hours in any twelve consecutive months, except for:
13 (1) emergency, or temporary classified, or intermittent employees; (2) student workers; and
14 (3) interns.

15 B. **Employees - Special Eligibility.** The following employees are also eligible to participate in the
16 Group Insurance Program:

17 1. **DNR Employees.** An employee of the Department of Natural Resources may meet the basic
18 eligibility requirement for participation in the Group Insurance Program based on a
19 combination of seasonal and temporary project employment. Eligibility commences after
20 completion of three (3) years of continuous service in which the basic eligibility
21 requirements are met; continues until the employee completes a year in which the basic
22 eligibility requirements are not met; and commences again after the employee meets or is
23 anticipated to meet the basic eligibility requirements in one (1) year.

24 2. **Employees with a Work-related Injury/Disability.** An employee who was off the State
25 payroll due to a work-related injury or a work-related disability may continue to participate
26 in the Group Insurance Program as long as such an employee receives workers'
27 compensation payments or while the workers' compensation claim is pending.

28 3. **Totally Disabled Employees.** Consistent with Minn. Stat. § 62A.148, certain totally disabled
29 employees may continue to participate in the Group Insurance Program.

30 4. **Separated Employees Under Minn. Stat. § 43A.27.** Pursuant to Minn. Stat. § 43A.27,
31 Subdivision 3a(1), an employee who separates or retires from State service and who, at the
32 time of separation has five (5) or more years of allowable pension service and is entitled to
33 immediately receive an annuity under a State retirement program and, who is not eligible
34 for regular (non-disability) Medicare coverage, may continue to participate in the health
35 and dental coverages offered through the Group Insurance Program.

36 Consistent with Minn. Stat. § 43A.27, Subdivision 3a(2), an employee who separates or
37 retires from State service and who, at the time of separation is at least fifty (50) years of
38 age and at least fifteen (15) years of State service may continue to participate in the health
39 and dental coverages offered through the Group Insurance Program. Retiree coverage
40 must be coordinated with Medicare.

41 C. **Dependents.** Eligible dependents for the purposes of this Article are as follows:

- 1 1. **Spouse.** The spouse of an eligible employee (if legally married under Minnesota law). For
2 the purposes of health insurance coverage, if that spouse works full-time for an
3 organization employing more than one hundred (100) people and elects (1) elects to
4 receive either credits or cash in place of health insurance or health coverage or towards
5 some other benefit in place of health insurance, then they are not eligible for the
6 comparable coverage or insurance under this Article; or (2) is enrolled in a high deductible
7 medical insurance plan (as defined by the IRS) that includes a contribution to a health
8 savings account (HSA) through their employing organization, then they are not eligible for
9 medical coverage under this Article.

10 When both spouses work for the State or another organization participating in the State
11 Employee Group Insurance Program, a spouse may be covered as a dependent by the other
12 but when covered as a dependent they may not carry their own coverage (members may
13 only be covered once).

14 2. **Children.**

- 15 a. **Health and Dental Coverage:** A dependent child is an eligible employee's child to age
16 twenty-six (26).
- 17 b. **Dependent Child:** A "dependent child" includes an employee's (1) biological child, (2)
18 child legally adopted by or placed for adoption with the employee, (3) step-child, and
19 (4) foster child who has been placed with the employee by an authorized placement
20 agency or by a judgment, decree, or other court order. For a step-child to be
21 considered a dependent child, the employee must be legally married to the child's legal
22 parent or legal guardian. An employee (or the employee's spouse or jointly) must have
23 permanent, full and sole legal and physical custody of the foster child.
- 24 c. **Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the employee's
25 adult child (age 18 to 26) works for the State or another organization participating in
26 the State's Group Insurance Program, the child may not be covered as a dependent by
27 the employee unless the child is not eligible for a full Employer Contribution as defined
28 in Section 3A.

29 Effective January 1, 2015 for purposes of (a) and (b) above, if the employee's adult child
30 (age 18 to 26) works for the State or another organization participating in the State's Group
31 Insurance Program, the child may be covered as a dependent by the employee.

32 3. **Grandchildren.** A dependent grandchild is an eligible employee's unmarried dependent
33 grandchild who:

- 34 a. Is financially dependent upon the employee for principal support and maintenance and
35 has resided with the employee continuously from birth, or
- 36 b. Resides with the employee and is dependent upon the employee for principal support
37 and maintenance and is the child of the employee's unmarried child (the parent) to age
38 nineteen (19).

39 If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are
40 covered as a dependent child under Section 2C (2) and (4).

41 4. **Child with a Disability.** A dependent child with a disability is an eligible employee's child or
42 grandchild regardless of marital status, who was covered and then disabled prior to the
43 limiting age or any other limiting term required for dependent coverage and who continues

1 to be incapable of self-sustaining employment by reason of developmental disability,
2 mental illness or disorder, or physical disability, and is chiefly dependent upon the
3 employee for support and maintenance, provided proof of such incapacity and dependency
4 must be furnished to the health carrier by the employee or enrollee within thirty one (31)
5 days of the child's attainment of the limiting age or any other limiting term required for
6 dependent coverage. The dependent with a disability is eligible to continue coverage as
7 long as they continue to be disabled and dependent, unless coverage terminates under the
8 contract.

9 5. **Qualified Medical Child Support Order**. A child who would otherwise meet the eligibility
10 requirements and is required to be covered by a Qualified Medical Child Support Order
11 (QMCSO) is considered an eligible dependent.

12 6. **Child Coverage Limited to Coverage Under One Employee**. If both spouses work for the
13 State or another organization participating in the State's Group Insurance Program, either
14 spouse, but not both, may cover the eligible dependent children or grandchildren. This
15 restriction also applies to two divorced, legally separated, or unmarried employees who
16 share legal responsibility for their eligible dependent children or grandchildren.A member
17 in the State's Group Insurance benefits may only be covered once, by one parent or
18 guardian.

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

- 24 a. termination of employment (except for gross misconduct)
- 25 b. layoff
- 26 c. reduction of hours to an ineligible status
- 27 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)
- 28 e. death of employee, or
- 29 f. divorce or legal separation, or
- 30 g. a covered employee's enrollment in Medicare

32 **Section 3. Eligibility for Employer Contribution.**

33 This section describes eligibility for an Employer Contribution toward the cost of coverage.

34 A. **Full Employer Contribution - Basic Eligibility**. Employees covered by this Agreement who are
35 scheduled to work at least seventy-five (75) percent of the time are eligible for the full
36 Employer Contribution. This means:

- 37 1. Employees who are scheduled to work at least eighty (80) hours per pay period for a period
of nine (9) months or more in any twelve (12) consecutive months.
- 38 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.

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

1 1. **DNR Employees.** An employee of the Department of Natural Resources may meet the basic
2 requirements for a full or partial Employer Contribution based on a combination of
3 seasonal and temporary project employment, as described in Section 2B1.

4 2. **Employees on Layoff.** A classified employee who receives an Employer Contribution, who
5 has three (3) or more years of continuous service, and who has been laid off, remains
6 eligible for an Employer Contribution and all other benefits provided under this Article for
7 an extended benefit eligibility period of six (6) months from the date of layoff.

8 The calculation in determining the six (6) month duration of eligibility for an employer
9 contribution begins on the date the employee is permanently laid off or accepts an
10 appointment in lieu of layoff without a break in service with a lesser employer-paid
11 insurance contribution than the employee was receiving in the appointment from which
12 the layoff occurred and is no longer actively employed in the appointment from which the
13 layoff occurred.

14 In the event the employee, while on permanent layoff, is rehired to any state job
15 classification with a lesser employer-paid insurance contribution than the employee is
16 receiving under the six (6) months of insurance continuation, the employee shall continue
17 to receive the employer contribution toward the employer-paid insurance for the duration
18 of the six (6) months.

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

25 In no event shall an extended benefit eligibility period be longer than a total of six (6)
26 months. Further, an employee must be receiving an Employer Contribution under Section 3
27 (A) at the time of layoff in order to be eligible for the six (6) months continuation of
28 insurance.

29 3. **Work-related Injury/Disability.** An employee who receives an Employer Contribution and
30 who is off the State payroll due to a work-related injury or a work-related disability remains
31 eligible for an Employer Contribution as long as such an employee receives workers'
32 compensation payments. If such employee ceases to receive workers' compensation
33 payments for the injury or disability and is granted a medical leave under Article 14, they
34 shall be eligible for an Employer contribution during that leave.

35 C. **Maintaining Eligibility for Employer Contribution.**

36 1. **General.** An employee who receives a full or partial Employer Contribution maintains that
37 eligibility as long as the employee meets the Employer Contribution eligibility
38 requirements, and appears on a State payroll for at least one (1) full working day during
39 each payroll period. This requirement does not apply to employees who receive an
40 Employer Contribution while on layoff as described in Section 3B2, or while eligible for
41 workers' compensation payments as described in Section 3B3.

42 2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation
43 leave, compensatory time, or sick leave cannot be used for the purpose of maintaining

1 eligibility for an Employer Contribution by keeping the employee on a State payroll for one
2 (1) working day per pay period.

- 3 3. **School Year Employment.** If an employee is employed on the basis of a school year and
4 such employment contemplates absences from the State payroll during the summer
5 months or vacation periods scheduled by the Appointing Authority which occur during the
6 regular school year, the employee shall nonetheless remain eligible for an Employer
7 Contribution, provided that the employee appears on the regular payroll for at least one
8 (1) working day in the payroll period immediately preceding such absences.
9 4. **Special Leaves.** An employee who is on an approved FMLA leave or on a Voluntary
10 Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an
11 Employer Contribution.

12 **Section 4. Amount of Employer Contribution.**

13 The Employer Contribution amounts and rules in effect on June 30, 2023~~June 30, 2021~~ will
14 continue through December 31, 2023~~December 31, 2021~~.

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

- 16 1. **Employee Coverage.** For employee health coverage for the 2024 and 2025~~2022 and 2023~~
17 plan years, the Employer contributes an amount equal to ninety-five percent (95%) of the
18 employee-only premium of the Minnesota Advantage Health Plan (Advantage.)
19 2. **Dependent Coverage.** For dependent health coverage for the 2024 and 2025~~2022 and
2023~~-plan years, the Employer contributes an amount equal to eighty-five (85) percent of
21 the dependent premium of Advantage.

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

- 23 1. **Employee Coverage.** For employee dental coverage, the Employer contributes seventy
24 percent (70%) of the employee premium of the dental plan, an amount equal to the lesser
25 of ninety (90) percent of the employee premium of the State Dental Plan, or the actual
26 employee premium of the dental plan chosen by the employee. However, for calendar
27 years beginning January 1, 2019, the minimum employee contribution shall be thirteen
28 dollars and fifty cents (\$13.50) per month.
29 2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an
30 amount equal to the lesser of fifty (50) percent of the dependent premium of the State
31 Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

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

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

- 37 1. **Newly Hired Employees.** All employees hired to an insurance eligible position must make
38 their benefit elections by their initial effective date of coverage as defined in this Article,
39 Section 5C. Insurance eligible employees will automatically be enrolled in basic life
40 coverage. If employees eligible for a full Employer Contribution do not choose a health plan
41 administrator and a primary care clinic by their initial effective date, and do not waive
42 medical coverage, they will be enrolled in a Benefit Level Two clinic (or Level One, if

1 available) that meets established access standards in the health plan with the largest
2 number of Benefit Level One and Two clinics in the county of the employee's residence at
3 the beginning of the insurance year. If an employee does not choose a health plan
4 administrator and primary care clinic by their initial effective date, but was previously
5 covered as a dependent immediately prior to their initial effective date, they will be
6 defaulted to the plan administrator and primary care clinic in which they were previously
7 enrolled.

- 8 2. **Eligibility Changes.** Employees who become eligible for a full employer contribution must
9 make their benefit elections within thirty (30) calendar days of becoming eligible. If
10 employees do not choose a health plan administrator and a primary care clinic and do not
11 waive coverage within this thirty (30) day timeframe, they will be enrolled in a Benefit
12 Level Two clinic (or Level One, if available) that meets established access, standards in the
13 health plan with the largest number of Benefit Level One and Two clinics in the county of
14 the employee's residence at the beginning of the insurance year.

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

18 An employee may change their health or dental plan if the employee changes to a new
19 permanent work or residence location, and the employee's current plan is no longer
20 available. If the employee has family coverage and if the new residence location is outside
21 of the current plan's service area, the employee shall be permitted to switch to a new plan
22 administrator and new Benefit Level within thirty (30) days of the residence location
23 change. The election change must be due to and correspond with the change in status. An
24 employee who receives notification of a work location change between the end of an open
25 enrollment period and the beginning of the next insurance year, may change their health
26 or dental plan within thirty (30) days of the date of the relocation under the same
27 provisions accorded during the last open enrollment period. An employee or retiree may
28 also change health or dental plans in any other situation in which the employer is required
29 by applicable federal or state law to allow a plan change.

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

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

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

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

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
- c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age or otherwise no longer meets the eligibility requirements under Section 2C.
- e. A change in the place of residence of the employee, retiree or their spouse, or dependent that is not in the health plan administrator's service area.
- f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
- g. Family Medical Leave Act (FMLA) leave.
- h. Judgments, decrees or orders.
 - i. A change in coverage of a spouse or dependent under another Employer's plan.
 - j. Open enrollment under the plan of another Employer.
 - k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
 - l. A COBRA-qualifying event.
 - m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
 - n. Entitlement to Medicare or Medicaid.
 - o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any

1 reason during the open enrollment period that applies to each type of plan (as long as
2 allowed under the applicable provisions, regulations and rules of the federal and state law
3 in effect at the beginning of the plan year).

- 4 3. **Cancelling Employee Coverage.** A part-time employee may also cancel employee coverage
5 within sixty (60) days of when one of the life events set forth above occurs.
- 6 4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will
7 take effect on the first of the month following the loss of eligible employee or dependent
8 status. Disability benefit coverage terminations will take effect on the day following loss of
9 eligible employee status.

10 C. **Effective Date of Coverage.**

- 11 1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
12 Program is the thirtieth (30th) day following the employee's first day of employment, re-
13 hire, or reinstatement with the State. The initial effective date of coverage for an employee
14 whose eligibility has changed is the date of the change. An employee must be actively at
15 work on the initial effective date of coverage, except that an employee who is on paid
16 leave on the date State-paid life insurance benefits increase is also entitled to the
17 increased life insurance coverage. In no event shall an employee's dependent's coverage
18 become effective before the employee's coverage.

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

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

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

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

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

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

40 D. **Open Enrollment.**

- 41 1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in
42 each year of this Agreement, and for dental coverage in the first year of this Agreement.

1 **Dental coverage will be offered during the 2023 plan year Open Enrollment. Each year of
2 the Agreement, all employees shall have the option to complete a Health Assessment.**

3 Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year
4 of the Agreement. Open enrollment changes become effective on January 1 of each year of
5 this Agreement. Subject to a timely contract settlement, the Employer shall make open
6 enrollment materials available to employees at least fourteen (14) days prior to the start of
7 the open enrollment period.

- 8 2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group
9 Insurance Program, as described in Sections 2A and 2B, may participate in open
10 enrollment. In addition, a person in the following categories may, as allowed in section 5D1
11 above, make certain changes: (1) a former employee or dependent on continuation
12 coverage, as described in Section 2D, may change plans or add coverage for health and/or
13 dental plans on the same basis as active employees; and (2) an early retiree, prior to
14 becoming eligible for Medicare, may change health and/or dental plans as agreed to for
15 active employees, but may not add dependent coverage.
- 16 3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing
17 Authority will give eligible employees the information necessary to make open enrollment
18 selections. Employees will be provided a statement of their current coverage each year of
19 the contract.
- 20 E. **Coverage Selection Prior to Retirement.** An employee who retires and is eligible to continue
21 insurance coverage as a retiree may change their health or dental plan during the sixty (60)
22 calendar day period immediately preceding the date of retirement. The employee may not add
23 dependent coverage during this period. The change takes effect on the first day of the month
24 following the date of retirement.

25 **Section 6. Basic Coverages.**

26 A. **Employee and Family Health Coverage.**

- 27 1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State
28 Employee Group Insurance Program is provided through the Minnesota Advantage Health
29 Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider
30 networks and claim administration are provided by multiple plan administrators. Coverage
31 offered through Advantage is determined by Section 6A2.
- 32 2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, ~~2024-2023~~ through
33 December 31, ~~2024-2023~~, health coverage under the SEGIP will continue at the level in
34 effect on June 30, ~~2024-2023~~. Effective January 1, ~~2022-2024~~, Advantage will cover eligible
35 services subject to the copayments, deductibles and coinsurance coverage limits stated.
36 Services provided through Advantage are subject to the managed care procedures and
37 principles, including standards of medical necessity and appropriate practice, of the plan
38 administrators. Coverage details are provided in the Advantage Summary of Benefits.
- 39 a. **Benefit Options.** Employees must elect a plan administrator and primary care clinic.
40 Those elections will determine the Benefit Level through Advantage. Enrolled
41 dependents must elect a primary care clinic that is available through the plan
42 administrator chosen by the employee.

- 1) **Plan Administrator.** Employees must elect a plan administrator during their initial
2 enrollment in Advantage and may change their plan administrator election only
3 during the annual open enrollment and when permitted under Section 5.
4 Dependents must be enrolled through the same plan administrator as the
5 employee.
- 6) **Benefit Level.** The primary care clinics available through each plan administrator
7 are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart
8 below. Primary care clinics may be in different Benefit Levels for different plan
9 administrators. Family members may be enrolled in clinics that are in different
10 Benefits Levels. Employees and their dependents may change to clinics in different
11 Benefit Levels during the annual open enrollment. Employees and their dependents
12 may also elect to move to a clinic in a different Benefit Level within the same plan
13 administrator ~~up to two (2) additional times during the plan year by calling their~~
14 ~~plan administrator, with changes typically effective the following day.~~ Unless the
15 individual has a referral from their primary care clinic, there are no benefits for
16 services received from providers in Benefit Levels that are different from that of the
17 primary care clinic in which the individual has enrolled.
- 18) **Primary Care Clinic.** Employees and each of their covered dependents must
19 individually elect a primary care clinic within the network of providers offered by
20 the plan administrator chosen by the employee. Employees and their dependents
21 may elect to change clinics within their clinic's Benefit Level as often as the plan
22 administrator permits and as outlined above.
- 23) **Advantage Benefit Chart for Services Incurred During Plan Years 20242 and 20253.**

20242 and 20253 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$250/\$500	\$400/\$800	\$750/\$1,500	\$1,500/\$3,000
Office visit copay/urgent care (copay waived for preventive services)	\$35	\$40	\$70	\$90
<u>Mental health office visit copay</u>	<u>\$0 not subject to the Deductible</u>	<u>\$0 not subject to the Deductible</u>	<u>\$50</u>	<u>\$70</u>
In-Network Convenience Clinics and Online Care (deductible waived)	\$0	\$0	\$0	\$0

202 <u>42</u> and 202 <u>53</u> Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Emergency room copay	\$100 not subject to the Deductible	\$125 not subject to the Deductible	\$150 not subject to the Deductible	\$350 not subject to the Deductible
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	\$100 \$60	\$200 \$120	\$500 \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinurance for MRI/CT scan services	10%	15%	25%	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinurance for lab, pathology and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	10% (90% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinurance 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

202 42 and 202 53 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Copay for three-tier prescription drug plan	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55			
Maximum drug out-of-pocket limit (S/F)	\$1,050/\$2,100	\$1,050/\$2,100	\$1,050/\$2,100	\$1,050/\$2,100
Maximum non-drug out-of-pocket limit (S/F)	\$1,700/\$3,400	\$1,700/\$3,400	\$2,400/\$4,800	\$3,600/\$7,200

1 b. **Incentive.** Employees will receive a \$70 first-dollar credit in plan year 2024 to their
 2 individual deductible (regardless of whether the employee is enrolled in single or family
 3 coverage), conditional upon completion of qualifying activities in the State of Wellbeing
 4 program by the deadline. The wellbeing incentive will sunset after 2024.

5 b.c. **Service area.** The Minnesota Advantage Health Plan service area shall be comprised of
 6 all Minnesota counties as well as border communities, with the specific boundaries
 7 initially established by MMB and any changes thereafter mutually agreed to by the JLM.

8 e.d. **Services received from, or authorized by, a primary care physician within the primary
 9 care clinic.** Under Advantage, the health care services outlined in the benefits charts
 10 above shall be received from, or authorized by a primary care physician within the
 11 primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered
 12 at one hundred (100) percent for services received from or authorized by the primary
 13 care clinic. The primary care clinic shall be selected from approved clinics in accordance
 14 with the Advantage administrative procedures. Unless otherwise specified in 6A2,
 15 services not received from, or authorized by, a primary care physician within the
 16 primary care clinic may not be covered. Unless the individual has a referral from their
 17 primary care clinic, there are no benefits for services received from providers in Benefit
 18 Levels that are different from that of the primary care clinic in which the individual has
 19 enrolled.

20 d.e. **In-area Services**—services not requiring authorization by referral from a primary
 21 care physician within the primary care clinic.

- 22 1) **Routine Eye Exams.** Limited to one (1) routine examination per year for which no
 23 copay applies. Eye injury or illness at an in-network provider will be covered as an
 24 office visit based on the benefit level in which the individual is enrolled.
- 25 2) **Outpatient emergency and urgent center services within the service area and
 26 Urgent Care.** The emergency room copay applies to all outpatient emergency visits
 27 that do not result in hospital admission within twenty-four (24) hours. The
 28 urgent center copay is the same as the primary care clinic office visit copay.
- 29 3) **Emergency and urgently needed care outside the service area.** Professional
 30 services of a physician, emergency room treatment, and inpatient hospital services

1 are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the
2 charges incurred per insurance year, and one-hundred percent (100%) thereafter.
3 The maximum eligible out-of-pocket expense per individual per year for this benefit
4 is four hundred dollars (\$400). This benefit is not available when the member's
5 condition permits them to receive care within the network of the plan in which the
6 individual is enrolled.

7 3) **Ambulance****Obstetrics and Gynecological Care**. The deductible and coinsurance for
8 services not subject to copays applies.

9 4) **Mental Health Care and Substance Use Disorder Treatment**.

10 5) **Chiropractic Care**.

11 For all services listed above apart from urgent care and emergency care, a provider
12 must be in-network with the member's plan administrator for the service to be
13 covered.

14

15 e.f. **Prescription drugs**.

16 1) **Copayments and annual out-of-pocket maximums**.

17 For the first and second year of the contract:

18 Tier 1 copayment: Eighteen dollar (\$18) copayment per prescription or refill for
19 a Tier 1 drug dispensed in a thirty (30) day supply.

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

22 Tier 3 copayment: Fifty-five dollar (\$55) copayment per prescription or refill for
23 a Tier 3 drug dispensed in a thirty (30) day supply.

24 Out of pocket maximum: There is an annual maximum eligible out-of-pocket
25 expense limit for prescription drugs of one thousand and fifty dollars (\$1,050)
26 per person or two thousand one hundred dollars (\$2,100) per family.

27 2) **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for
28 each type prescribed.

29 3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a
30 bioequivalent generic drug is available, the subscriber is required to pay the
31 standard copayment plus the difference between the cost of the brand name drug
32 and the generic. Amounts above the copay that an individual elects to pay for a
33 brand name instead of a generic drug will not be credited toward the out-of-pocket
34 maximum.

35 f.g. **Special Service networks**. The following services must be received from special service
36 network providers in order to be covered. All terms and conditions outlined in the
37 Summary of Benefits apply.

38 1) Mental health services – inpatient or outpatient

39 2) Chemical dependency services – inpatient and outpatient

40 3) Chiropractic services

1 4) Transplant coverage

2 5) Cardiac services

3 6) Home infusion therapy

4 7) Hospice

5 7&8) Fertility services

6 g.h. **Individuals whose permanent residence and principal work location are outside**
7 **the State of Minnesota and outside of the Advantage Plan's service areas of the**
8 **health plans participating in Advantage.** If these individuals use a provider within the
9 plan administrator's national preferred provider organization in their areanetwork,
10 services will be covered at Benefit Level Two. If a national preferred network provider is
11 not available in their area, services will be covered at Benefit Level Two through any
12 other provider available in their area. If the-a national preferred network provider
13 organization is available but not used, benefits will be paid at the POS level described in
14 paragraph "i" belowcovered at Benefit Level Three. All terms and conditions outlined in
15 the Summary of Benefits will apply.

16 h.i. **Children living with an ex-spouse outside the Advantage Plan's service area of the**
17 **employee's plan administrator.** Covered children living with former spouses outside
18 the Advantage Plan's service area of the employee's plan administrator, and enrolled
19 under this provision as of December 31, 2003, will be covered at Benefit Level Two
20 benefits. If available, services must be provided by care must be received from
21 providers in the plan administrator's national preferred network provider organization.
22 If the national preferred network provider organization is available but not used,
23 benefits will be paid at the POS level described in paragraph "i" belowcovered at
24 Benefit Level Three.

25 i.—**Health care services received outside the Advantage Plan's service area. Individuals**
26 **whose permanent residence is outside the State of Minnesota and outside the service**
27 **areas of the health plans participating in Advantage.** (This category includes
28 employees temporarily residing outside Minnesota on temporary assignment or paid
29 leave (including sabbatical leaves) and all dependent children (including college
30 students) and spouses living out of area.) The point of service (POS) benefit described
31 below is available to these individuals. All terms and conditions outlined in the
32 Summary of Benefits apply. This benefit is not available for services received within the
33 service areas of the health plans participating in Advantage.

34 j.—**Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person,
35 with a maximum deductible per family per year of seven hundred dollars (\$700).

36 k.i. **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the
37 plan out-of-pocket maximum designated below. For covered services received by
38 employees, former employees, and dependents outside of the Advantage service area,
39 all care that is received within the national network of the member's plan administrator
40 will be covered at Benefit Level Three, with a separate out-of-area deductible. Urgent
41 care and emergency care will be covered at Benefit Level Three whether or not the
42 providers are within the member's plan administrator's national network. All other
43 out-of-area care must be received within the given plan administrator's national

1 network to be covered by the plan. Referrals are not required for care received outside
2 of the Advantage Plan's service area.

3 **4. k. Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under
4 Advantage is not subject to a per person lifetime maximum.

5 In the first and second years of the contract, coverage under Advantage is subject to a
6 plan year, non-prescription drug, out-of-pocket maximum of one thousand seven
7 hundred dollars (\$1,700) per person or three thousand four hundred dollars (\$3,400)
8 per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; two
9 thousand four hundred dollars (\$2,400) per person or four thousand eight hundred
10 dollars (\$4,800) per family for members whose primary care clinic is in Cost Level 3; and
11 three thousand six hundred dollars (\$3,600) per person or seven thousand two
12 hundred dollars (\$7,200) per family for members whose primary care clinic is in Cost
13 Level 4.

14 **m.l. In-Network Convenience Clinics and Online Care.** Services received at in-
15 network convenience clinics and online care are not subject to a copayment in each
16 year of the Agreement. First dollar deductibles are waived for convenience clinic and
17 online care visits. (Note that prescriptions received as a result of a visit are subject to
18 the drug copayment and out-of-pocket maximums described above at 6A2(4)e.).

19 **3. Benefit Level Two Health Care Network Determination.** Issues regarding the health care
20 networks for the 2022-2024 insurance year shall be negotiated in accordance with the
21 following procedures:

- 22 a. At least twelve (12) weeks prior to the open enrollment period for the 2022-2024
23 insurance year the Employer shall meet and confer with the Joint Labor/Management
24 Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two
25 health care networks.
- 26 b. If no agreement is reached within five (5) working days, the Employer and the Joint
27 Labor/Management Committee on behalf of all of the exclusive representatives shall
28 submit a list of providers/provider groups in dispute to a mutually agreed upon neutral
29 expert in health care delivery systems for final and binding resolution. The only
30 providers/provider groups that may be submitted for resolution by this process are
31 those for which, since the list for the 2021-2023 insurance year was established, Benefit
32 Level Two access has changed, or those that are intended to address specific problems
33 caused by a reduction in Benefit Level Two access.

34 Absent agreement on a neutral expert, the parties shall select an arbitrator from a list
35 of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip
36 a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the
37 neutral shall be paid by the Employer and one-half (1/2) by the Exclusive
38 Representatives. The parties shall select a neutral within five (5) working days after no
39 agreement is reached, and a hearing shall be held within fourteen (14) working days of
40 the selection of the neutral.

- 41 c. The decision of the neutral shall be issued within two (2) working days after the
42 hearing.

43 **4. Coordination with Workers' Compensation.** When an employee has incurred an on-the-
44 job injury or an on-the-job disability and has filed a claim for workers' compensation,

1 medical costs connected with the injury or disability shall be paid by the employee's health
2 plan, pursuant to Minn. Stat. § 176.191, Subdivision 3.

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

7 a. **Develop programs.**

8 1) **Policy.** The Employer will develop and implement health promotion, health
9 education programs, and other programs mutually agreed upon with the Joint
10 Labor Management Committee on Health Plans, subject to the availability of
11 resources. Each Appointing Authority will develop a health promotion and health
12 education program consistent with the Minnesota Management and Budget policy.
13 Upon request of any exclusive representative in an agency, the Appointing
14 Authority shall jointly meet and confer with the exclusive representative(s) and may
15 include other interested exclusive representatives. Agenda items shall include but
16 are not limited to smoking cessation, weight loss, stress management, health
17 education/self-care, and education on related benefits provided through the health
18 plan administrators serving state employees.

19 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the
20 acceptability of various risk management programs, programs that seek to control
21 costs, programs that streamline the delivery of services, or that enhance services to
22 members. Incentives for participation in such programs may include improvements
23 to the benefits outlined in this Article. Implementation of such pilot programs is
24 subject to the review and approval of the Joint Labor-Management Committee on
25 Health Plans.

26 b. **Health plan specification.** The Employer will require health plans participating in the
27 Group Insurance Program to develop and implement health promotion and health
28 education programs for State employees and their dependents.

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

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

1 6. **Post Retirement Health Care Benefit.** Employees who separate from State service and
2 who, at the time of separation are insurance eligible and entitled to immediately receive an
3 annuity under a State retirement program shall be entitled to a contribution of two
4 hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health
5 Care Savings Plan. If the employee separates due to death, the two hundred fifty dollar
6 (\$250) is paid in cash, not to the HCSP. Employees who have a HCSP waiver on file shall
7 receive a two hundred fifty dollar (\$250) cash payment. An employee who becomes totally
8 and permanently disabled who receives a State disability benefit, and is eligible for a
9 deferred annuity under a State retirement program is also eligible for the two hundred fifty
10 dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for
11 this benefit only once.

12 7. **Temporary plan changes due to a state or national emergency.**

13 SEGIP and the unions recognize that certain natural disasters and other major emergencies
14 may disrupt or seriously threaten to disrupt the State of Minnesota at a time when
15 employees are especially needed to provide services. If the State or a federal government
16 agency declares a state of emergency or otherwise invokes emergency authority by
17 declaration, rules, regulations or similar official statements, the terms of the programs
18 administered by SEGIP may be changed for the period of the declared emergency and for
19 up to a 30 day run-out period.

20 These changes may include changes to programs administered by SEGIP including but not
21 limited to, benefit design, enrollment and eligibility, billing, and administration as well as
22 waiver of out-of-network restrictions, changes to out of pocket costs, extension of time
23 frames for enrollment and billing, and other protocols reasonably required to provide
24 Members with access to benefits.

25 These changes must be agreed to by both SEGIP and the Joint Labor Management
26 Committee. Nothing in this provision prohibits SEGIP from making changes authorized or
27 required under another authority including but not limited to a state or federal law,
28 regulation, order, or rule without union agreement.

29 B. **Employee Life Coverage.**

30 1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to
31 provide and pay for the following term life coverage and accidental death and
32 dismemberment coverage for all employees eligible for an Employer Contribution, as
33 described in Section 3. Any premium paid by the State in excess of fifty thousand dollars
34 (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service
35 regulations. An employee may decline coverage in excess of fifty thousand dollars
36 (\$50,000) by filing a waiver in accord with Minnesota Management and Budget procedures.
37 The basic life insurance policy will include an accelerated benefits agreement providing for
38 payment of benefits prior to death if the insured has a terminal condition.

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
\$10,000 - \$15,000	\$15,000	\$15,000

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

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

6 **2.3. Procurement.** A life insurance Request for Proposal (RFP) may be issued during the
 7 term of this labor agreement. This RFP may result in changes to the current life insurance
 8 benefit. The Joint Labor Management Committee on Health Plans (JLM) will participate in
 9 the life insurance RFP process and the JLM must agree to changes that modify the life
 10 insurance provisions from status quo benefits levels.

11 **Section 7. Optional Coverages.**

12 **A. Employee and Family Dental Coverage.**

13 **1. Coverage Options.** Eligible employees may select coverage under any one of the dental
 14 plans offered by the Employer, including health maintenance organization plans, the State
 15 Dental Plan, or other dental plans. Coverage offered through health maintenance
 16 organization plans is subject to change during the life of this Agreement upon action of the
 17 health maintenance organization and approval of the Employer after consultation with the
 18 Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the
 19 level of HMO coverages effective during the term of this Agreement, including increases in

copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 7A2.

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

- a. **Copayments.** Effective January 1, 2019, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
Implants	80% after deductible	50% after deductible
Prosthetics	80% after deductible	50% after deductible
Prosthetic Repairs	80% after deductible	50% after deductible
Orthodontics	80% after deductible	50% after deductible

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out-of-network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a two thousand and two hundred dollar (\$2,000.200) annual maximum benefit payable (excluding orthodontia and preventive services) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are subject to a three-thousand-dollar (\$3,000) lifetime maximum benefit. If an employee elects dental benefits on their own policy, dollars spent when the employee was a dependent of another policyholder shall not be applied toward the new policy's 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

1 Article, Section 5C without evidence of insurability. An individual may only be covered on
2 one state sponsored life coverage policy. A retired employee who returns to state service
3 with optional employee life coverage in place or who has already received a paid-up
4 benefit is not eligible for optional employee life coverage._An employee who becomes
5 eligible for insurance may purchase up to two (2) times annual salary in optional employee
6 life coverage without evidence of insurability within thirty (30) days of the initial effective
7 date as defined in this Article.

- 8 2. **Spouse.** An employee may purchase up to five hundred thousand dollars (\$500,000) life
9 insurance coverage for their spouse in increments established by the Employer, subject to
10 satisfactory evidence of insurability. An individual may only be covered on one state
11 sponsored life coverage policy. A retired employee who returns to state services with
12 optional spouse life coverage in place or who has already received a paid-up benefit is not
13 eligible for optional spouse life coverage._A new employee may purchase either five
14 thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life
15 coverage by their initial effective date of coverage as defined in this Article, Section 5C of
16 hire without evidence of insurability. An employee who becomes eligible for insurance may
17 purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional
18 spouse coverage without evidence of insurability within thirty (30) days of the initial
19 effective date as defined in this Article.
- 20 3. **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten
21 thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined
22 in Section 2A2 and 2A3 of this Article). An individual may only be covered on one policy, by
23 one employee participating in the State Employee Group Insurance Program. For a new
24 employee, child/grandchild coverage requires evidence of insurability if application is made
25 after the initial effective date of coverage as defined in this Article, Section 5C. An
26 employee who becomes eligible for insurance may purchase child/grandchild coverage
27 without evidence of insurability if application is made within thirty (30) days of the initial
28 effective date as defined in this Article. Child/grandchild coverage commences immediately
29 from the moment of birth up to age twenty-six (26).
- 30 4. **Accelerated Life.** The additional employee, spouse and child life insurance policies will
31 include an accelerated benefits agreement providing for payment of benefits prior to death
32 if the insured has a terminal condition.
- 33 5. **Waiver of Premium.** In the event an employee becomes totally disabled before age
34 seventy (70), there shall be a waiver of premium for all life insurance coverage that the
35 employee had at the time of disability.
- 36 6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has
37 carried optional employee life insurance for the five (5) consecutive years immediately
38 preceding the date of the employee's retirement or age sixty-five (65), whichever is later,
39 shall receive a post-retirement paid-up life insurance policy in an amount equal to twenty
40 (1520) percent of the smallest amount of optional employee life insurance in force during
41 that five (5) year period. The employee's post-retirement death benefit shall be effective as
42 of the date of the employee's retirement or the employee age sixty-five (65), whichever is
43 later. Employees who retire prior to age sixty-five (65) must be immediately eligible to
44 receive a state retirement annuity and must continue their optional employee life

1 insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement
2 death benefit.

3 An employee who has carried optional spouse life insurance for the five (5) consecutive
4 years immediately preceding the date of the employee's retirement or spouse age sixty-
5 five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in
6 an amount equal to ~~fifteen (15)~~twenty (20) percent of the smallest amount of optional
7 spouse life insurance in force during that five (5) year period. The spouse post-retirement
8 death benefit shall be effective as of the date of the employee's retirement or spouse age
9 sixty-five (65), whichever is later. The employee must continue the full amount of optional
10 spouse life insurance to the date of the employee's retirement or spouse age sixty-five
11 (65), whichever is later, in order to remain eligible for the spouse post-retirement death
12 benefit.

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

- 15 7. Procurement. A life insurance Request for Proposal (RFP) may be issued during the term of
16 this labor agreement. This RFP may result in changes to the current life insurance benefit.
17 The Joint Labor Management Committee on Health Plans (JLM) will participate in the life
18 insurance RFP process and the JLM must agree to changes that modify the optional life
19 insurance provisions from status quo benefit levels.

20 C. **Disability Coverage.**

- 21 1. Short-term Disability Coverage. An employee may purchase short-term disability coverage
22 that provides benefits of from three hundred dollars (\$300) to five thousand dollars
23 (\$5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred
24 eighty (180) days during total disability due to a non-occupational accident or a non-
25 occupational sickness. Benefits are paid from the first day of a disabling injury or from the
26 eighth day of a disabling sickness. For a new employee, coverage applied for by the initial
27 effective date of coverage as defined in this Article, Section 5C does not require evidence
28 of insurability. For an employee who becomes eligible for insurance, coverage applied for
29 within thirty (30) days of the initial effective date does not require evidence of insurability.
30 An employee who is insurance eligible and moves from a temporary position to a
31 permanent position will be allowed to enroll in short-term disability coverage within thirty
32 (30) days of the event without providing evidence of insurability. A short-term disability
33 open enrollment will be offered every five (5) years.

- 34 2. Long-term Disability Coverage. New employees may enroll in long-term disability
35 insurance by their initial effective date of coverage. Employees who become eligible for
36 insurance may enroll in long-term disability insurance within thirty (30) days of their initial
37 effective date as defined in this Article, Section 5C. An employee who is insurance eligible
38 and moves from a temporary position to a permanent position will be allowed to enroll in
39 long-term disability coverage within thirty (30) days of the event without providing
40 evidence of insurability. The terms are the same as for employees who wish to
41 add/increase during the annual open enrollment. During open enrollment only, an
42 employee may purchase long-term disability coverage that provides benefits of from three
43 hundred dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the
44 employee's salary, commencing on the 181st calendar day of total disability, and not
45 subject to evidence of insurability but with a limited term pre-existing condition exclusion.

1 Employees should be aware that other wage replacement benefits, as described in the
2 certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement
3 Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any
4 event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent
5 of the amount purchased. The minimum benefit will not be reduced by any other wage
6 replacement benefit. In the event that the employee becomes totally disabled before age
7 seventy (70), the premiums on this benefit shall be waived.

8 **2.3. Procurement.** A disability insurance Request for Proposal (RFP) may be issued
9 during the term of this labor agreement. This RFP may result in changes to the current
10 disability coverage benefit. The Joint Labor Management Committee on Health Plans (JLM)
11 will participate in the disability coverage RFP process and the JLM must agree to changes
12 that modify the disability coverage provisions from status quo benefit levels.

13 D. **Accidental Death and Dismemberment Coverage.** An employee may purchase accidental
14 death and dismemberment coverage that provides principal sum benefits in amounts ranging
15 from five thousand dollars (\$5,000) to two hundred thousand dollars (\$200,000). Payment is
16 made only for accidental bodily injury or death and may vary, depending upon the extent of
17 dismemberment. An employee may also purchase from five thousand dollars (\$5,000) to
18 twenty-five thousand dollars (\$25,000) in coverage for their spouse, but not in excess of the
19 amount carried by the employee.

20 E. **Vision Coverage.** A fully employee paid vision benefit will be available beginning January 1,
21 2021 subject to agreement by the subcommittee of the Joint Labor Management Insurance
22 Committee to the benefit set determined through the state's Request for Proposal (RFP)
23 process. Under the life of this agreement, an optional and fully employee-paid vision benefit
24 will be available pursuant to contract parameters with the State's vision vendor.

25 F. **Continuation of Optional Coverages During Unpaid Leave or Layoff.** An employee who takes
26 an unpaid leave of absence or who is laid off may discontinue premium payments on optional
27 policies during the period of leave or layoff. If the employee returns within one (1) year, the
28 employee shall be permitted to pick up all optionals held prior to the leave or layoff. For
29 purposes of reinstating such optional coverages, the following limitations shall be applicable.
30 For the first twenty-four (24) months of long-term disability coverage after such a period of
31 leave or layoff during which long-term disability coverage was discontinued, any such disability
32 coverage shall exclude coverage for pre-existing conditions. For disability purposes, a pre-
33 existing condition is defined as any disability which is caused by, or results from, any injury,
34 sickness or pregnancy which occurred, was diagnosed, or for which medical care was received
35 during the period of leave or layoff. In addition, any pre-existing condition limitations that
36 would have been in effect under the policy but for the discontinuance of coverage shall
37 continue to apply as provided in the policy.

38 The limitations set forth above do not apply to leaves that qualify under the Family Medical
39 Leave Act (FMLA).

1 **ARTICLE 28 - WAGES**

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

4 A. **Salary Ranges.**

5 The salary ranges for Conservation Officers shall be those contained in Appendices E-1, E-2,
6 and E-3.

7 The salary ranges for Fugitive Specialists, Commerce Insurance Fraud Specialists, Special
8 Agents, and Special Agent Seniors shall be those contained in Appendices D-1, D-2, and D-3.

9 B. **Conversion.** Effective July 1, 202~~31~~³⁴, all employees shall be assigned to the same relative step
10 within the salary range for their respective class as specified in Appendices E-1 or D-1, except
11 as set forth below.

12 Employees who are paid at a rate which exceeds the maximum rate established for their class
13 prior to the implementation of this Agreement, but whose rate falls within the new range for
14 their class, shall be assigned to the maximum of the new range.

15 In the event the July 1, 202~~31~~³⁴ maximum rate set forth in Appendices E-1 or D-1 is equal to or
16 less than the employee's salary as of June 30, 202~~31~~³⁴, no adjustment shall be made, but
17 employees assigned to these classes shall suffer no reduction in pay.

18 C. **First Year Wage Adjustment.** Effective July 1, 202~~31~~³⁴, all salary ranges and rates shall be
19 increased by ~~five and one-half percent (5.50%)~~^{two and one-half percent (2.50%)} rounded to
20 the nearest cent. The compensation grids for these classes are contained in Appendices E-1
21 and D-1. Employees shall convert to the new compensation grids as provided in B above.

22 D. **Second Year Wage Adjustment.** Effective July 1, 202~~41~~⁴², all salary ranges and rates shall be
23 increased by ~~four and one-half percent (4.50%)~~^{two and one-half percent (2.50%)}, rounded to
24 the nearest cent. Salary increases provided by this section shall be given to all employees
25 including those employees whose rates of pay exceed the maximum for their class. The
26 compensation grids for these classes are contained in Appendices E-~~23~~²³ and D-~~23~~²³.

27 E. **Progression.**

28 1. **Conservation Officers.**

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

31 2. **Fugitive Specialists, Commerce Insurance Fraud Specialists, Special Agents and Special**
32 **Agent Seniors.**

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

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

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

- 1 F. **Salary in New Positions.** Employees who are appointed to new classifications having a higher
2 rate of pay during the life of this Agreement shall be advanced at least to the next higher rate
3 of pay within the range or to the minimum salary of the new class, whichever is greater. At the
4 discretion of the Employer, an employee may be appointed at a higher rate than the step
5 specified above.
- 6 G. **Work Out of Class.** When an employee is expressly assigned to perform all the duties of a
7 position allocated to a different classification that is temporarily unoccupied and the work out
8 of class assignment exceeds ten (10) consecutive work days, the employee when assigned to
9 work in a lower or equal class shall be paid for all such hours at the employee's current rate of
10 pay; or when assigned to work in a higher class shall be paid for all such hours at a rate within
11 a higher range which is equal to the minimum rate for the higher class or one step higher than
12 the employee's current salary, whichever is greater.
- 13 H. **Salary on Demotion.** An employee who demotes in lieu of layoff shall retain their present
14 salary unless that salary exceeds the maximum rate of pay for the new position in which case
15 the employee's salary shall be adjusted to the new maximum. An employee who takes a
16 voluntary demotion shall receive a salary within the range for the class to which they are
17 demoted.
18 However, an employee may receive a rate of pay in excess of the salary range maximum upon
19 the recommendation of the Appointing Authority and approval of the Commissioner of
20 Minnesota Management and Budget.
- 21 I. **Field Training Officer, Primary Field Training Officer, Academy Instructor, Use of Force**
22 **Instructor or Backgrounder Pay - DNR Employees.** Specialty pay in the amount of 6% above
23 the current hourly rate rounded to the nearest cent shall be added to the salary rate paid to
24 eligible DNR employees who have qualified for and been certified as eligible for specialty pay
25 assignment only for time spent while performing the duties of one of the following: Field
26 Training Officer, Primary Field Training Officer, Academy Instructor, Use of Force Instructor or
27 Backgrounder.
28 Specialty pay shall be provided only during those work hours during which an Officer is
29 specifically assigned to perform the identified specialty pay job duties; specialty pay shall not
30 be provided during the performance of normal job duties. Specialty pay shall be paid in
31 addition to the employee's current regular rate of pay and shall be included in all payroll
32 calculations, but will not apply during periods of paid leave.
33 Certification for the specialty pay assignments addressed above shall be determined by the
34 Employer.
35 Each employee certified for a specialty pay assignment shall continue in the assignment for a
36 period of three (3) consecutive years unless they are promoted to a classification beyond the
37 Natural Resources Specialist 2/Conservation Officer level or such other conditions exist that
38 the Director of Enforcement at their discretion would allow the employee to be removed from
39 the program. After having been certified for a specialty pay assignment for a period of three (3)
40 consecutive years, either the employee or the Employer may end the specialty assignment
41 without cause and such decision shall not be grievable.
- 42 J. **Pay Differential for Special Agent and Special Agent Senior In Lieu of Specialty Assignment**
43 **Differentials.** *Each employee serving in the class of Special Agent and Special Agent Senior who*
44 *has reached Step II of the salary schedule shall receive a differential equal to 0.25% of their*

1 base pay in lieu of special assignment pay differentials. Such pay differential shall be added to
2 the base rate of Step H of the applicable salary schedule.

3 Effective the first day of the first full payroll period after implementation of the 2021-2023
4 contract, each employee serving in the class of Special Agent who has reached Step H of the
5 salary schedule shall receive a differential equal to 0.5% of their base pay in lieu of special
6 assignment pay differentials.

7 Effective the first day of the first full payroll period after implementation of the 2021-2023
8 contract, the differential herein is removed for each employee serving in the class of Special
9 Agent Senior.

- 10 K. **Shift Differential of Conservation Officers, Fugitive Specialists, Commerce Insurance Fraud**
11 **Specialists, Special Agents and Special Agent Seniors.** Because of the need to be available off
12 hours and weekends, effective the first day of the first full payroll period after implementation
13 of the 2021-2023 contract, as of the first payroll period after October 3, 2018, \$670.00 dollars
14 per month was added to base pay, in lieu of any shift differential. This provision applies to all
15 members within the job classifications of Conservation Officer, Fugitive Specialist, Commerce
16 Insurance Fraud Specialist, Special Agent and Special Agent Senior.

17 Effective the first day of the first full payroll period after implementation of the 2021-2023
18 contract, the monthly amount was increased by \$10.00 dollars per month to \$70.00 per
19 month, added to base pay, in lieu of any shift differential.

20 **Section 2. Salaries of State Patrol.**

- 21 A. **Salary Ranges.** The salary ranges for State Patrol Troopers shall be those contained in
22 Appendices E-1, E-2, and E-3.
- 23 B. **Conversion.** Effective July 1, 2023~~34~~, all employees shall be assigned to the same relative step
24 within the salary range for their respective class as specified in Appendix E-1, except as set
25 forth below.
26 Employees who are paid at a rate which exceeds the maximum rate established for their class
27 prior to the implementation of this Agreement, but whose rate falls within the new range for
28 their class, shall be assigned to the maximum of the new range.
29 In the event the July 1, 2023~~34~~ maximum rate set forth in Appendix E-1 is equal to or less than
30 the employee's salary as of June 30, 2023~~34~~, no adjustment shall be made, but employees
31 assigned to these classes shall suffer no reduction in pay.
- 32 C. **First Year Wage Adjustment.** Effective July 1, 2023~~34~~, all salary ranges and rates shall be
33 increased by five and one-half percent (5.50%)~~two and one-half percent (2.50%)~~, rounded to
34 the nearest cent. The compensation grids for these classes are contained in Appendix E-1.
35 Employees shall convert to the new compensation grid as provided in B above.
- 36 D. **Second Year Wage Adjustment.** Effective July 1, 2024~~42~~, all salary ranges and rates shall be
37 increased by four and one-half percent (4.50%)~~two and one-half percent (2.50%)~~, rounded to
38 the nearest cent. Salary increases provided by this section shall be given to all employees
39 including those employees whose rates of pay exceed the maximum for their class. The
40 compensation grids for these classes are contained in Appendix E-~~32~~.
- 41 E. **Progression.** Employees shall be eligible to receive a one (1) step progression increase after
42 completing one (1) year of service at each step of their salary range until the maximum rate is

- 1 attained. The increase shall be effective at the start of the pay period nearest to the
2 employee's anniversary date.
- 3 F. **Station Sergeant Pay.** Employees designated as "Station Sergeant" shall receive an additional
4 three percent (3%) above the current rate rounded to the nearest cent for the duration of the
5 appointment.
- 6 G. **Freeway Trooper Pay.** Employees who are permanently assigned freeway duty shall be
7 designated as Freeway Trooper and shall receive an additional two and six tenths percent
8 (2.6%) above the current Trooper rate, range ~~6H, Step A-(7H, Step A-as of May 25, 2022)~~,
9 rounded to the nearest cent when so assigned. The discretion of such assignments shall be
10 vested solely in the Employer and such assignments shall be limited to stations determined by
11 the Chief State Patrol Officer.
- 12 H. **Accident Reconstruction Pay.** Employees who are normally assigned to road patrol duties and
13 who are also assigned to accident reconstruction duties shall receive an additional three
14 percent (3.0%) above the current rate rounded to the nearest cent for the duration of the
15 appointment.
- 16 I. **Safety Education Coordinator and Crash Reconstruction Coordinator Pay.** Employees who are
17 assigned the duties and responsibilities of safety education coordinator and crash
18 reconstruction coordinator shall be compensated an additional three percent (3.0%) above the
19 highest rate of pay of other Troopers assigned to the job duties of the Safety Education or
20 Crash Reconstruction Programs.
- 21 J. **Shift Differential.** Because of the frequency of changes in shift assignments, starting and
22 stopping times, and rotation of shifts, thereby making shift premiums difficult to determine,
23 effective the first day of the first full payroll period after implementation of the 2021-2023
24 contractas of the first payroll period after October 3, 2018, the amount of seventysixty
25 (\$760.00) dollars per month was added to base pay in lieu of any shift differential.
26 Effective the first day of the first full payroll period after implementation of the 2021-2023
27 contract, the monthly amount was increased by \$10.00 dollars per month to \$70.00 per
28 month, added to base pay, in lieu of any shift differential.
- 29 K. **Pilot Pay.** Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Fixed
30 Wing) and licensed by the F.A.A. as Fixed Wing pilots shall receive a differential equal to 11% of
31 their base pay, in addition to that base pay. Personnel designated by the Chief State Patrol
32 Officer as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive
33 a differential equal to 13% of their base pay, in addition to that base pay. The Chief Pilot as
34 designated by the Chief State Patrol Officer shall be compensated at the same rate of pay as
35 Captain during their assignment as Chief Pilot. If any State Patrol Pilot holds both the Fixed
36 Wings and Helicopter pilot ratings, they shall receive compensation for the Helicopter Pilot
37 rating only.
- 38 L. **Technical Sergeant Pay.** Employees designated as "Technical Sergeant" shall be paid an
39 additional eight percent (8%) above their base rate, rounded to the nearest cent for the
40 duration of the appointment.
- 41 M. **Credit for Previous Law Enforcement Experience.** The Chief of the State Patrol may grant a
42 new employee credit for previous full-time employment as a peace officer, as defined by
43 Minn. Stat. § 626.05, subdivision 2, or similar law of another state. Such credit shall determine
44 only the new employee's initial placement on the salary grid. Regardless of whether a new

1 employee is given such credit, their seniority shall be determined from their appointment to
2 the classification of Trooper consistent with the provisions of Article 26, Section 1.

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

6 **Section 3. Health/Dental Premium Account.**

7 The Employer agrees to provide insurance eligible employees with the option to pay for the
8 employee portion of health and dental premiums on a pretax basis as permitted by law or
9 regulation.

10 **Section 4. Medical/Dental Expense Account.**

11 The Employer agrees to allow insurance eligible employees to participate in a medical and dental
12 expense reimbursement program to cover co-payments, deductibles and other medical and dental
13 expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as
14 permitted by law or regulation, up to the maximum amount of salary reduction contributions
15 allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable
16 federal law.

17 **Section 5. Dependent Care Expense Account.**

18 The Employer agrees to provide insurance eligible employees with the option to participate in a
19 dependent care reimbursement program for work-related dependent care expenses on a pretax
20 basis as permitted by law or regulation.

21 **Section 6. Deferred Compensation Plan.**

22 The Employer shall contribute to the deferred compensation plan under Minn. Stat. Section
23 352.965 for employees covered by the Agreement. The Employer paid contribution shall be in an
24 amount matching employee contributions on a dollar for dollar basis pursuant to Minn. Stat.
25 Section 356.24. Such Employer-paid contribution shall not exceed four hundred dollars (\$400) per
26 employee per fiscal year.

27 **Section 7. Achievement Awards – Department of Commerce.**

28 At the discretion of the Department of Commerce, an employee who has demonstrated
29 outstanding performance may receive one (1) achievement award per fiscal year in a lump sum
30 amount not to exceed one thousand dollars (\$1,000) or one (1) step in a range adjustment. The
31 receipt of an achievement award as a step increase shall not affect the timing of future
32 progression increases. In no instance during a fiscal year shall achievement awards be granted to
33 more than thirty-five percent (35%) of the number of employees authorized at the beginning of
34 the fiscal year.

35 The Appointing Authority may modify the distribution of achievement awards provided that the
36 modifications do not increase the aggregate amount of money spent on achievement awards in a
37 fiscal year. Achievement awards granted under this paragraph shall be in the form of lump sum
38 payments only. Modifications may include but are not limited to the following:

- 39 • dollar amount of awards
40 • percentage of employees eligible for awards and
41 • "team awards"

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

1 **Section 8. Health Care Savings Plan.**

2 All employees shall contribute 1% of their gross earnings subject to retirement (pension
3 contribution) into a personal Health Care Savings Plan account with the Minnesota State
4 Retirement System each pay period. The contribution shall occur regardless of whether or not the
5 employee's position is retirement eligible. Effective July 3, 2024, the amount of the contribution
6 shall be increased to one and one-half percent (1.50%).

7 **Section 9. Recruitment Bonus Program (Pilot).**

8 At the Appointing Authority's discretion, a Recruitment Bonus Program (RBP) may be administered
9 in support of the Appointing Authority's recruitment and hiring of qualified employees. The
10 following conditions must be met to be eligible for the recruitment bonus:

- 11 A. At the sole discretion of the Appointing Authority, classes may be added to and/or removed
12 from the RBP with advanced notice to the Association.
- 13 B. The total bonus award a newly hired candidate may receive will be up to \$5,000.
- 14 C. The bonus is payable in two (2) increments: one half (1/2) will be paid after the new hire's
15 successful completion of the required probationary period and the other one half (1/2) of the
16 incentive will be paid after one (1) year of continuous employment with satisfactory
17 performance following their successful completion of the required probationary period. The
18 employee must be a current employee of the Appointing Authority at each of the payment
19 times.
- 20 D. The recruitment bonus will be processed through the State payroll system and applicable
21 State/Federal taxes and retirement contributions will be withheld from the bonus payment.
- 22 E. The Recruitment Bonus Program (Pilot) will become effective upon implementation of the
23 20~~23~~24 - 20~~25~~23 agreement and will remain in effect until a successor agreement is
24 implemented. However, employees awarded a recruitment bonus during the 20~~23~~24 - 20~~25~~23
25 contract period remain eligible to receive the full payment in subsequent contracts even if this
26 pilot program is discontinued.

27 This section is not grievable or arbitrable under the provisions of this Agreement.

28 **Section 10. Referral Bonus Program (Pilot).**

29 Any employee who works for the Appointing Authority will be eligible for a referral bonus for
30 referring qualified applicants who are subsequently hired and meet all the provisions covered by
31 this Referral Bonus Program. The following conditions must be met to be eligible for the bonus:

- 32 A. At the sole discretion of the Appointing Authority, classes may be added to and/or removed
33 from the RBP with advanced notice to the Association. If additional classes are added to the
34 program, the Appointing Authority and Association will agree upon the communication action
35 needed to inform those employed by the Appointing Authority of the addition of classes so
36 employees are aware of the Referral Bonus Program opportunity.
- 37 B. The Appointing Authority shall develop a process for employee referral notifications (e.g., who
38 employees notify of their referred applicant/hired employee, timeline to provide notification,
39 etc.). The Appointing Authority shall communicate this process to the Association.
- 40 C. Only one bonus will be paid for a single candidate, even if the hired candidate is hired into
41 concurrent (new) appointments and both appointments are in classes covered by the RBP.
- 42 D. Only the first employee providing the referral and notice will be eligible for the referral bonus.

- 1 E. No referral bonus will be paid if the referred applicant previously worked at the Appointing
2 Authority in one of the classes covered by the program within the previous twelve (12)
3 months.
- 4 F. No referral bonus will be paid if the referred applicant is a current employee under the
5 Appointing Authority.
- 6 G. The total referral bonus award an employee will receive will be up to \$1000 per candidate
7 hired into a covered class.
- 8 H. The bonus is payable in one (1) or two (2) increments, at the Appointing Authority's discretion.
9 For one (1) payment: Paid after the new hire's successful completion of the required
10 probationary period. For two (2) increments: One half (1/2) of the incentive will be paid after
11 the new hire's successful completion of the required probationary period and the other one
12 half (1/2) of the incentive will be paid after the referral's first one (1) year of continuous
13 employment with satisfactory performance following their successful completion of the
14 probationary period. Both employees must be current employees of the Appointing Authority
15 at the time of payment.
- 16 I. The referral bonus will be processed through the State payroll system and applicable
17 State/Federal taxes and retirement contributions will be withheld from the bonus payment.
- 18 J. The Referral Bonus Program (Pilot) will become effective upon implementation of the 20~~23~~²⁴ -
19 20~~25~~²² agreement and will remain in effect until a successor agreement is implemented.
20 However, employees awarded a recruitment bonus during the 20~~23~~²⁴ - 20~~25~~²³ contract
21 period remain eligible to receive the full payment in subsequent contracts even if this pilot
22 program is discontinued.

23 This section is not grievable or arbitrable under the provisions of this Agreement.

24 **Section 11. Bilingual/Multilingual/Sign Language Differential (Pilot).**

25 At the Appointing Authority's discretion, position(s) that communicate with the public in a
26 recognized and approved language other than English (including Braille or American Sign Language
27 (ASL)), on a recurring or specific basis may be eligible for this differential. The use of an additional
28 language must be used to perform an essential function of the position or to support specific
29 events or projects. The required level of fluency is to be determined by the Appointing Authority,
30 and the Appointing Authority may require certification in interpretation or translation, or in the
31 use of Braille or ASL, as required by law or industry standards.

- 32 1. Recurring Basis. Positions that utilize an additional language on a recurring basis to
33 support an essential function of the position will receive a differential of fifty dollars
34 (\$50.00) per bi-weekly pay period.
- 35 2. Specific events or projects. The Appointing Authority will describe the employee's
36 expectations for utilizing their additional language skill (translation, interpretation, or
37 both), and whether the employee will be expected to perform additional language skills
38 during specific events or for special projects. If the additional language will be utilized only
39 for specific events or projects, like public meetings or specific translation projects, the
40 position will be paid a differential of \$1 per hour for each hour performing those specific
41 tasks, paid in .25-hour increments.

42 If the Appointing Authority determines that the additional language skills are no longer needed,
43 the bilingual differential may be ended at any time. If the employee is transferred, demoted, or

1 promoted, to another position in which the bilingual skill has not been designated, or identified as
2 a business necessity, the differential will cease. The effective date for discontinuation of the
3 bilingual differential will be the first day of the next pay period following the new assignment.

4 The determination by the Appointing Authority as to which positions are eligible for the bilingual
5 differential, the frequency with which additional language skills are needed, or the discontinuation
6 of the bilingual differential shall not be subject to the grievance or arbitration procedure. The
7 Appointing Authority retains the right to contract out bilingual services as deemed necessary.

8 This is a voluntary program. Employees will not be assigned to this program without their consent
9 to participate.

10 This provision becomes effective upon implementation of the 2023 – 2025 agreement and will
11 remain in effect until a successor agreement is implementedthe contract's successful ratification
12 by the legislature, and will sunset upon the ratification of the 2023 – 2025 contract.

13 **Section 12. Equity Adjustments (Pilot).**

14 Upon request of the Appointing Authority, MMB may make equity adjustments and advance
15 incumbents within a range, and/or provide a one-time lump sum of no more than \$2,500 to an
16 individual at the top of their salary range, to maintain internal equity.

- 17 • Only those with documented “satisfactory” or better performance are eligible for an equity
18 adjustment.
19 • Any request for an adjustment under this section must include an explanation of the
20 inequity, and documentation to support an equity adjustment for an incumbent.

21 This provision is not subject to the grievance or arbitration process. This provision becomes
22 effective upon implementation of the 2023 – 2025 agreement and will remain in effect until a
23 successor agreement is implementedthe contract's successful ratification by the legislature,
24 and will sunset upon the ratification of the 2023 – 2025 contract.

25

26 **ARTICLE 29 - EARLY RETIREMENT INCENTIVES**

27 **Section 1. Eligibility.**

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

29 A. **Prerequisite Conditions Applicable to All Employees.** An employee must satisfy all of the
30 following requirements in order to begin to and continue to receive benefits under this Article
31 29:

- 32 1. The employee has attained the age of fifty (50) after July 1, 1997 and before the expiration
33 date of this contract.
34 2. At the time of their retirement, the employee must be in a position covered by the State
35 Patrol Retirement Fund (Minn. Stat. § 352B).
36 3. At the time of their retirement, the employee must be eligible for an annuity from the
37 State Patrol Retirement Fund (Minn. Stat. § 352B).

- 1 4. Years of service credit as determined in Section 1.B., below, shall include only the time
2 during which the employee was employed by the State in a position covered by the State
3 Patrol Retirement Fund (Minn. Stat. § 352B).
4 5. At the time of retirement, the employee must be eligible to receive an Employer
5 contribution for health and dental coverage.
6 6. An employee who retires with no Employer contribution for dependent coverage or who
7 terminates dependent coverage following retirement may add a dependent in accordance
8 with Article 27, Section 5B1; however, the employee shall pay the entire additional costs
9 for dependent coverage except when the dependent is the employee's spouse and the
10 spouse is currently enrolled in SEGIP and receiving an Employer contribution for health and
11 dental insurance.
12 7. Receipt of retirement insurance benefits is dependent on the employee completing all
13 required forms and continuing to pay any required premium.

14 8. Employees eligible to receive an Employer contribution for health and dental insurance
15 coverage shall continue to receive the coverage to which the employee was entitled at the
16 time of retirement until they reach age sixty-five (65), subject to the provisions set forth
17 below and to any changes in coverage in accordance with this or any subsequent
18 Agreement.

19 8.9. In the event that a retired employee who had elected health and/or dental coverage
20 with eligible dependents dies before attaining the age of sixty-five (65), the enrolled
21 dependent spouse and/or enrolled dependent child(ren) shall maintain the existing
22 employer contribution for health and/or dental coverages until such time that the
23 employee would have turned age 65.

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

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

- 34 A. **Incentive for Employees Hired On or Before August 26, 2002 and Employees Hired After**
35 **August 26, 2002 Who Have Attained 100% Credit for Years of Service.** An employee who
36 satisfies all of the eligibility requirements of Section 1 and was hired on or before August 26,
37 2002 or was hired after that date and has attained 100% credit for years of service; may elect,
38 either during the pay period in which their fifty-fifth (55th) birthday occurs or any time
39 thereafter, to retire and take advantage of the Early Retirement Incentive specified herein. As
40 and for such incentive, each month the Employer shall pay the full Employer contribution, in
41 the amount specified in Article 27, toward health and dental insurance coverage for the
42 employee and their dependents until the employee reaches age 65; provided that the
43 employee is in payroll status and the Employer is paying the full Employer contribution for
44 health and dental coverage on the employee's fifty-fifth (55th) birthday, or that the employee

1 is on an unpaid leave of absence which began not more than six (6) months prior to their fifty-
2 fifth (55th) birthday and during which the employee continued to be covered by the group
3 insurance program under Article 27 by paying the premiums for such coverage. The eligible
4 employee shall pay the remaining monthly portion of such insurance premium.

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

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

20 Any employee who satisfies all of the eligibility requirements of Section 1, may elect on or after
21 their fiftieth (50th) birthday and before their fifty-fifth (55th) birthday to retire and take advantage
22 of the Pre-Fifty-Five Early Retirement Incentive specified herein. As and for such incentive, the
23 Employer shall pay each month, until the employee reaches age sixty-five (65), an amount equal
24 to: one hundred twenty (120) times the amount of the monthly Employer contribution for health
25 and dental insurance in effect with regard to the employee at the time of their retirement; divided
26 by the number of months from the date of retirement until the employee reaches age sixty-five
27 (65). The monthly amount payable with regard to an employee who was hired after August 26,
28 2002 and who has not attained 100% credit for years of service, shall be further multiplied by the
29 employee's years of service percentage. The eligible employee shall pay the remaining portion of
30 the monthly insurance premium.

31 **ARTICLE 30 - SAVINGS CLAUSE**

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

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

1 **ARTICLE 31 - COMPLETE AGREEMENT AND WAIVER CLAUSE**

2 Both parties acknowledge that during negotiations resulting in this Agreement, each had the
3 unlimited right and opportunity to make demands and proposals with respect to any subject or
4 matter not removed by law, rule, or regulation from the area of collective bargaining, and that the
5 understandings and agreements arrived at by the parties after the exercise of that right and
6 opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the
7 duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees
8 that the other shall not be obligated to bargain collectively with respect to any subject or matter
9 referred to or covered in this Agreement or with respect to any subject or matter not specifically
10 referred to or covered in this Agreement, even though such subject or matter may not have been
11 within the knowledge of contemplation of either or both of the parties at the time that they
12 negotiated or signed this Agreement.

13 **ARTICLE 32 - DONATION OF VACATION**

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

17 **ARTICLE 33 - ADA/WORKERS' COMPENSATION**

18 **Section 1. Purpose.**

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

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

32 When an employee on workers' compensation benefits has decided to use sick leave, vacation
33 leave or compensatory time to supplement their workers' compensation benefits, the following
34 procedure applies. The employee shall notify the Appointing Authority in writing that they request
35 to supplement their workers' compensation through the use of sick leave, vacation leave or
36 compensatory time. Sick leave must be exhausted before the vacation leave or compensatory time
37 can be approved. Upon receiving the notice from the employee, the Appointing Authority may
38 substitute the sick leave with vacation leave when it is apparent that the continued use of sick
39 leave will result in the loss of accrued vacation in excess of two hundred seventy-five (275) hours
40 at the end of the fiscal year. Once the employee's vacation balance is reduced to two hundred

1 seventy-five (275) hours, the continued workers' compensation supplement will be through the
2 use of sick leave.

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ARTICLE 34 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements, and except for the salary adjustments set forth in Article 28, shall become effective ~~upon approval by the Legislative Coordinating Commission as provided in Minn. Stat. § 3.855~~ and shall remain in full force and effect through the thirtieth day of June, 202~~5~~3.

~~Subject to ratification by the legislature as provided in Minn. Stat. § 3.855,~~ It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than January 1 of odd-numbered years that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

~~In witness whereof, the parties hereto have set their hands this 2nd day of May, 2022.~~

FOR THE ASSOCIATION

Joe Stattelman,
MLEA Chair and MCOA President

Mike LeDoux,
MSPTA President

Dan Louwagie,
BCA Agents Assn President

Jill Ahart,
President, Gambling Enforcement Agents Assn

FOR THE EMPLOYER

Erin Campbell, Commissioner
Minnesota Management and Budget

Blake Chaffee, Deputy Commissioner
Minnesota Management and Budget

Jennifer Claseman, Enterprise Director of LR
Minnesota Management and Budget

Elizabeth Blomberg, Labor Relations Consultant ← - - - Formatted: Space Before: 0 pt
Minnesota Management and Budget

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FOR THE ASSOCIATION, CONTINUED

Steve Kritzeck,
President, Commerce Fraud Agents Assn

Ryan Ruzich,
President, Fugitive Specialists Agents Assn

Jim Michels,
Attorney for Minnesota Law Enforcement
Association

Ryan Borgen, Labor Relations Consultant
Minnesota Management and Budget

Dori Leland, Enterprise Director of
Compensation
Minnesota Management and Budget

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FOR THE ASSOCIATION



Mike LeDoux, MLEA Chair
President, MN State Trooper's Association



Joe Stattelman
MN Conservation Officer's Association



Doug Henning
BCA Agents Association



Brad Rezny
President, Gambling Enforcement Agents Association



Steve Kritzeck
President, Commerce Fraud Agents
Association



Sarah Phenow
President, Minnesota Fugitive Apprehension

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Agents Association

~~J.P. Michels~~

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

~~James Schowalter~~

James Schowalter
Commissioner of Minnesota Management and Budget

~~Kristin Batson~~

Kristin Batson Deputy Commissioner of
Enterprise Employee Relations Division
Minnesota Management and Budget

~~Jennifer Claseman~~

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

~~Elizabeth Blomberg~~

Elizabeth Blomberg
Labor Relations Consultant 4

APPENDIX A - VACATION

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

No. Hours Worked During Pay Period	<u>HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE</u>						
	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½ but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½ but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½ but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½ but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½ but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½ but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

1 **APPENDIX B - SICK LEAVE**

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

4 **HOURS OF SICK LEAVE ACCRUED DURING EACH**
5 **PAYROLL PERIOD OF CONTINUOUS SERVICE**

Number of Hours worked During Pay Period	Hours Accrued
Less than 9½	0
At least 9½ but less than 19½	¾
At least 19½ but less than 29½	1
At least 29½ but less than 39½	1½
At least 39 ½ but less than 49½	2
At least 49½ but less than 59½	2½
At least 59½ but less than 69½	3
At least 69½ but less than 79½	3½
At least 79½	4

APPENDIX C - CODE OF ETHICS

Statement of purpose.

- A. The observance of high ethical standards by state employees is essential to the conduct of free government. The employee holds their position as a public trust and any effort to realize personal gain through official conduct is a violation of that trust.
- B. It is recognized that employees should have equal opportunity with all citizens to develop private, economic and social interests and that it is therefore necessary to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society and those conflicts which are substantial and material and conflict with the employee's responsibility to the public.
- C. It is further recognized that employees are granted certain rights to organize and participate in labor or employee organizations under Minn. Stat. I79.6I-I79.77. These rules shall not be interpreted to apply to any activity which is protected by Minn. Stat. I79.6I-I79.77 or agreements and practices thereunder nor to prevent a current or former employee from accepting employment with a labor or employee organization representing employees.
- D. The standards of conduct for employees in the performance of their official duties set forth in this chapter are intended to identify potential conflicts of interest, eliminate actual conflicts of interest, improve standards of public service and promote and strengthen the faith and confidence of the people of the State in their government. It is further intended that these standards shall serve both as a guide for official conduct and as a basis for disciplinary action.

Definitions.

- A. "Agency" means a department, commission, board, institution or other entity in the executive branch in which all positions are under the same appointing authority.
- B. "Appointing Authority" means a person or group of persons empowered by the constitution, by statute or by lawfully delegated authority to make appointments to positions in state service.
- C. "Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in non-profit or profit-making activities.
- D. "Confidential information" means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, would provide unfair economic advantage or adversely affect the competitive position of an individual or a business.
- E. "Employee" means any classified or unclassified employee of the executive branch. Where specific provisions of Minn. Stat. ch. 10A apply to employees and would conflict with any of these rules, the provisions of Minn. Stat. ch. 10A will apply to that specific instance.
- F. "Private interest" means any interest, including but not limited to a financial interest, which pertains to a person or business whereby such person or business would gain a benefit, privilege, exemption or advantage from the action of a state agency or employee that is not available to the general public.

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

- A. Advertising gifts of nominal value having wide distribution.
- B. Plaques or similar mementos recognizing individual service in a field of specialty or to a charitable cause.
- C. Payment or reimbursement of expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the State and which have been approved in advance by the appointing authority as part of a work assignment.
- D. Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the State.

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

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

Conflicts of interest.

- A. An employee shall not use or attempt to use their position to secure benefits, privileges, exemptions or advantages for the employee or others different from those available to the general public.
- B. An employee shall not accept other employment which will affect their independence of judgment in the exercise of the employee's official duties.
- C. An employee shall not act as agent or attorney in any action or matter pending before the agency by which they are employed except in the proper discharge of official duties or on the employee's own behalf.
- D. When an employee believes the potential for a conflict of interest exists, it is their duty to take action to avoid the situation. The employee shall:
 1. Cease the performance of duties that could create a conflict of interest and notify the appointing authority within one working day of such cessation.

and

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

and

3. Take either of the following courses of action:
 - a. Deliver the statement to their Appointing Authority and request a clarification of the possibility of a conflict of interest. The Appointing Authority may request an advisory

opinion from the Commissioner of Minnesota Management and Budget or legal counsel. A copy of any advisory opinion issued by an Appointing Authority shall be sent to the Commissioner of Minnesota Management and Budget.

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

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

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

APPENDIX D-1

Compensation Grid 1BB-

Ranges 20 - 23; 41-55

Effective 07/01/2023 07/01/2021 - 06/30/2024 05/24/2022

Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
After 1							
Add'l Yr.							

Range	Rate	YR	75,732	78,738	81,870	85,044	88,448	91,893	95,526	101,310
20	MO	6,311	6,562	6,823	7,087	7,371	7,658	7,961	8,442	
20	HR	36.27	37.71	39.21	40.73	42.36	44.01	45.75	48.52	
21	YR	78,843	82,079	85,399	88,698	92,331	95,964	99,806	105,841	
21	MO	6,570	6,840	7,117	7,392	7,694	7,997	8,317	8,820	
21	HR	37.76	39.31	40.90	42.48	44.22	45.96	47.80	50.69	
22	YR	78,843	82,079	85,399	88,698	92,331	95,964	99,806	106,237	
22	MO	6,570	6,840	7,117	7,392	7,694	7,997	8,317	8,853	
22	HR	37.76	39.31	40.90	42.48	44.22	45.96	47.80	50.88	
23	YR	83,666	87,049	90,577	94,127	97,927	101,790	105,820	110,601	
23	MO	6,972	7,254	7,548	7,844	8,161	8,483	8,818	9,217	
23	HR	40.07	41.69	43.38	45.08	46.90	48.75	50.68	52.97	
41	YR	80,430	83,729	87,111	90,473	94,169	97,885	101,811	107,950	
41	MO	6,702	6,977	7,259	7,539	7,847	8,157	8,484	8,906	
41	HR	38.52	40.10	41.72	43.33	45.10	46.88	48.76	51.70	
42	YR	82,038	85,399	88,844	92,290	96,048	99,848	103,857	110,100	
42	MO	6,836	7,117	7,404	7,691	8,004	8,321	8,655	9,175	
42	HR	39.29	40.90	42.55	44.20	46.00	47.82	49.74	52.73	
43	YR	83,729	87,111	90,473	94,169	97,885	101,811	105,924	112,293	
43	MO	6,977	7,259	7,539	7,847	8,157	8,484	8,827	9,358	
43	HR	40.10	41.72	43.33	45.10	46.88	48.76	50.73	53.78	
44	YR	85,399	88,844	92,290	96,048	99,848	103,857	108,033	114,548	
44	MO	7,117	7,404	7,691	8,004	8,321	8,655	9,003	9,546	
44	HR	40.90	42.55	44.20	46.00	47.82	49.74	51.74	54.86	
45	YR	87,111	90,473	94,169	97,885	101,811	105,924	110,184	116,844	
45	MO	7,259	7,539	7,847	8,157	8,484	8,827	9,182	9,737	
45	HR	41.72	43.33	45.10	46.88	48.76	50.73	52.77	55.96	
46	YR	88,844	92,290	96,048	99,848	103,857	108,033	112,397	119,183	
46	MO	7,404	7,691	8,004	8,321	8,655	9,003	9,366	9,932	
46	HR	42.55	44.20	46.00	47.82	49.74	51.74	53.83	57.08	
47	YR	90,473	94,169	97,885	101,811	105,924	110,184	114,652	121,563	
47	MO	7,539	7,847	8,157	8,484	8,827	9,182	9,554	10,130	
47	HR	43.33	45.10	46.88	48.76	50.73	52.77	54.91	58.22	
48	YR	92,290	96,048	99,848	103,857	108,033	112,397	116,949	123,985	
48	MO	7,691	8,004	8,321	8,655	9,003	9,366	9,746	10,332	
48	HR	44.20	46.00	47.82	49.74	51.74	53.83	56.01	59.38	

49	YR-	94,169	97,885	101,811	105,924	110,184	114,652	119,287	126,470
49	MO-	7,847	8,157	8,484	8,827	9,182	9,554	9,941	10,539
49	HR-	45.10	46.88	48.76	50.73	52.77	54.91	57.13	60.57
50	YR-	96,048	99,848	103,857	108,033	112,397	116,949	121,668	128,997
50	MO-	8,004	8,321	8,655	9,003	9,366	9,746	10,139	10,750
50	HR-	46.00	47.82	49.74	51.74	53.83	56.01	58.27	61.78
51	YR-	97,885	101,811	105,924	110,184	114,652	119,287	124,111	131,586
-	MO-	8,157	8,484	8,827	9,182	9,554	9,941	10,343	10,965
51	HR-	46.88	48.76	50.73	52.77	54.91	57.13	59.44	63.02
52	YR-	99,848	103,857	108,033	112,397	116,949	121,668	126,595	134,217
52	MO-	8,321	8,655	9,003	9,366	9,746	10,139	10,550	11,185
52	HR-	47.82	49.74	51.74	53.83	56.01	58.27	60.63	64.28
53	YR-	101,811	105,924	110,184	114,652	119,287	124,111	129,122	136,910
53	MO-	8,484	8,827	9,182	9,554	9,941	10,343	10,760	11,409
53	HR-	48.76	50.73	52.77	54.91	57.13	59.44	61.84	65.57
54	YR-	103,857	108,033	112,397	116,949	121,668	126,595	131,711	139,645
54	MO-	8,655	9,003	9,366	9,746	10,139	10,550	10,976	11,637
54	HR-	49.74	51.74	53.83	56.01	58.27	60.63	63.08	66.88
55	YR-	105,924	110,184	114,652	119,287	124,111	129,122	134,342	142,443
55	MO-	8,827	9,182	9,554	9,941	10,343	10,760	11,195	11,870
55	HR-	50.73	52.77	54.91	57.13	59.44	61.84	64.34	68.22

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JOB-CODE	JOB-TITLE	GRID-ID#	COMP-Code	MINIMUM-ANNUAL	MAXIMUM-ANNUAL
003843	Commerce Insurance Fraud Spec	1BB	21H	78,843	105,841
002788	Fugitive Specialist	1BB	21H	78,843	105,841
000816	Special Agent	1BB	22H	78,843	106,237
001723	Special Agent Senior	1BB	23H	83,666	110,601

APPENDIX D-2

Compensation Grid 188 Ranges 41-55									
		Step A	Step B	Step C	Step D	Step E	Step F	Step H	
		After 1							
		Add'l							
Range	Rate	Yr.							
41	YR	80,555	83,854	87,237	90,598	94,294	98,011	101,936	108,075
41	MO	6,713	6,988	7,270	7,550	7,858	8,168	8,495	9,006
41	HR	38.58	40.16	41.78	43.39	45.16	46.94	48.82	51.76
42	YR	82,163	85,524	88,970	92,415	96,173	99,973	103,982	110,226
42	MO	6,847	7,127	7,414	7,701	8,014	8,331	8,665	9,185
42	HR	39.35	40.96	42.61	44.26	46.06	47.88	49.80	52.79
43	YR	83,854	87,237	90,598	94,294	98,011	101,936	106,050	112,418
43	MO	6,988	7,270	7,550	7,858	8,168	8,495	8,837	9,368
43	HR	40.16	41.78	43.39	45.16	46.94	48.82	50.79	53.84
44	YR	85,524	88,970	92,415	96,173	99,973	103,982	108,158	114,673
44	MO	7,127	7,414	7,701	8,014	8,331	8,665	9,013	9,556
44	HR	40.96	42.61	44.26	46.06	47.88	49.80	51.80	54.92
45	YR	87,237	90,598	94,294	98,011	101,936	106,050	110,309	116,970
45	MO	7,270	7,550	7,858	8,168	8,495	8,837	9,192	9,747
45	HR	41.78	43.39	45.16	46.94	48.82	50.79	52.83	56.02
46	YR	88,970	92,415	96,173	99,973	103,982	108,158	112,522	119,308
46	MO	7,414	7,701	8,014	8,331	8,665	9,013	9,377	9,942
46	HR	42.61	44.26	46.06	47.88	49.80	51.80	53.89	57.14
47	YR	90,598	94,294	98,011	101,936	106,050	110,309	114,777	121,689
47	MO	7,550	7,858	8,168	8,495	8,837	9,192	9,565	10,141
47	HR	43.39	45.16	46.94	48.82	50.79	52.83	54.97	58.28
48	YR	92,415	96,173	99,973	103,982	108,158	112,522	117,074	124,111
48	MO	7,701	8,014	8,331	8,665	9,013	9,377	9,756	10,343
48	HR	44.26	46.06	47.88	49.80	51.80	53.89	56.07	59.44
49	YR	94,294	98,011	101,936	106,050	110,309	114,777	119,413	126,595
49	MO	7,858	8,168	8,495	8,837	9,192	9,565	9,951	10,550
49	HR	45.16	46.94	48.82	50.79	52.83	54.97	57.19	60.63
50	YR	96,173	99,973	103,982	108,158	112,522	117,074	121,793	129,122
50	MO	8,014	8,331	8,665	9,013	9,377	9,756	10,149	10,760
50	HR	46.06	47.88	49.80	51.80	53.89	56.07	58.33	61.84
51	YR	98,011	101,936	106,050	110,309	114,777	119,413	124,236	131,711
51	MO	8,168	8,495	8,837	9,192	9,565	9,951	10,353	10,976
51	HR	46.94	48.82	50.79	52.83	54.97	57.19	59.50	63.08
52	YR	99,973	103,982	108,158	112,522	117,074	121,793	126,721	134,342
52	MO	8,331	8,665	9,013	9,377	9,756	10,149	10,560	11,195
52	HR	47.88	49.80	51.80	53.89	56.07	58.33	60.69	64.34

53	YR	101,936	106,050	110,309	114,777	119,413	124,236	129,247	137,035
53	MO	8,495	8,837	9,192	9,565	9,951	10,353	10,771	11,420
53	HR	48.82	50.79	52.83	54.97	57.19	59.50	61.90	65.63
54	YR	102,982	108,158	112,522	117,074	121,793	126,721	131,836	139,771
54	MO	8,665	9,013	9,377	9,756	10,149	10,560	10,986	11,648
54	HR	49.80	51.80	53.89	56.07	58.33	60.69	63.14	66.94
55	YR	106,050	110,309	114,777	119,413	124,236	129,247	134,467	142,569
55	MO	8,837	9,192	9,565	9,951	10,353	10,771	11,206	11,881
55	HR	50.79	52.83	54.97	57.19	59.50	61.90	64.40	68.28

APPENDIX D-1

Compensation Grid 1BB

Ranges 41-60

Effective 07/01/2023 – 06/30/2024

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.						
			After 1 Add'l Yr.						
41	YR	87,090	90,661	94,336	97,969	101,978	105,987	110,226	116,865
41	MO	7,258	7,555	7,861	8,164	8,498	8,832	9,185	9,739
41	HR	41.71	43.42	45.18	46.92	48.84	50.76	52.79	55.97
42	YR	88,844	92,478	96,215	99,953	104,003	108,117	112,460	119,204
42	MO	7,404	7,706	8,018	8,329	8,667	9,010	9,372	9,934
42	HR	42.55	44.29	46.08	47.87	49.81	51.78	53.86	57.09
43	YR	90,661	94,336	97,969	101,978	105,987	110,226	114,673	121,584
43	MO	7,555	7,861	8,164	8,498	8,832	9,185	9,556	10,132
43	HR	43.42	45.18	46.92	48.84	50.76	52.79	54.92	58.23
44	YR	92,478	96,215	99,953	104,003	108,117	112,460	116,970	124,006
44	MO	7,706	8,018	8,329	8,667	9,010	9,372	9,747	10,334
44	HR	44.29	46.08	47.87	49.81	51.78	53.86	56.02	59.39
45	YR	94,336	97,969	101,978	105,987	110,226	114,673	119,287	126,491
45	MO	7,861	8,164	8,498	8,832	9,185	9,556	9,941	10,541
45	HR	45.18	46.92	48.84	50.76	52.79	54.92	57.13	60.58
46	YR	96,215	99,953	104,003	108,117	112,460	116,970	121,689	129,018
46	MO	8,018	8,329	8,667	9,010	9,372	9,747	10,141	10,751
46	HR	46.08	47.87	49.81	51.78	53.86	56.02	58.28	61.79
47	YR	97,969	101,978	105,987	110,226	114,673	119,287	124,111	131,607
47	MO	8,164	8,498	8,832	9,185	9,556	9,941	10,343	10,967
47	HR	46.92	48.84	50.76	52.79	54.92	57.13	59.44	63.03
48	YR	99,953	104,003	108,117	112,460	116,970	121,689	126,595	134,217
48	MO	8,329	8,667	9,010	9,372	9,747	10,141	10,550	11,185
48	HR	47.87	49.81	51.78	53.86	56.02	58.28	60.63	64.28
49	YR	101,978	105,987	110,226	114,673	119,287	124,111	129,122	136,910
49	MO	8,498	8,832	9,185	9,556	9,941	10,343	10,760	11,409
49	HR	48.84	50.76	52.79	54.92	57.13	59.44	61.84	65.57
50	YR	104,003	108,117	112,460	116,970	121,689	126,595	131,711	139,645
50	MO	8,667	9,010	9,372	9,747	10,141	10,550	10,976	11,637
50	HR	49.81	51.78	53.86	56.02	58.28	60.63	63.08	66.88

51	YR	105,987	110,226	114,673	119,287	124,111	129,122	134,342	142,443
-	MO	8,832	9,185	9,556	9,941	10,343	10,760	11,195	11,870
51	HR	50.76	52.79	54.92	57.13	59.44	61.84	64.34	68.22
52	YR	108,117	112,460	116,970	121,689	126,595	131,711	137,035	145,283
52	MO	9,010	9,372	9,747	10,141	10,550	10,976	11,420	12,107
52	HR	51.78	53.86	56.02	58.28	60.63	63.08	65.63	69.58
53	YR	110,226	114,673	119,287	124,111	129,122	134,342	139,771	148,185
53	MO	9,185	9,556	9,941	10,343	10,760	11,195	11,648	12,349
53	HR	52.79	54.92	57.13	59.44	61.84	64.34	66.94	70.97
54	YR	112,460	116,970	121,689	126,595	131,711	137,035	142,569	151,129
54	MO	9,372	9,747	10,141	10,550	10,976	11,420	11,881	12,594
54	HR	53.86	56.02	58.28	60.63	63.08	65.63	68.28	72.38
55	YR	114,673	119,287	124,111	129,122	134,342	139,771	145,408	154,178
55	MO	9,556	9,941	10,343	10,760	11,195	11,648	12,117	12,848
55	HR	54.92	57.13	59.44	61.84	64.34	66.94	69.64	73.84
56	YR	116,970	121,689	126,595	131,711	137,035	142,569	148,269	157,164
	MO	9,747	10,141	10,550	10,976	11,420	11,881	12,356	13,097
	HR	56.02	58.28	60.63	63.08	65.63	68.28	71.01	75.27
57	YR	119,287	124,111	129,122	134,342	139,771	145,408	151,234	160,296
	MO	9,941	10,343	10,760	11,195	11,648	12,117	12,603	13,358
	HR	57.13	59.44	61.84	64.34	66.94	69.64	72.43	76.77
58	YR	121,689	126,595	131,711	137,035	142,569	148,269	154,199	163,449
	MO	10,141	10,550	10,976	11,420	11,881	12,356	12,850	13,621
	HR	58.28	60.63	63.08	65.63	68.28	71.01	73.85	78.28
59	YR	124,111	129,122	134,342	139,771	145,408	151,234	157,289	166,727
	MO	10,343	10,760	11,195	11,648	12,117	12,603	13,107	13,894
	HR	59.44	61.84	64.34	66.94	69.64	72.43	75.33	79.85
60	YR	126,595	131,711	137,035	142,569	148,269	154,199	160,358	169,984
	MO	10,550	10,976	11,420	11,881	12,356	12,850	13,363	14,165
	HR	60.63	63.08	65.63	68.28	71.01	73.85	76.80	81.41

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JOB-CODE	JOB-TITLE	GRID-ID#	COMP-Code	MINIMUM-ANNUAL	MAXIMUM-ANNUAL
003843	Commerce Insurance Fraud Spec	1BB	41H	87,090	116,865
003788	Fugitive Specialist	1BB	41H	87,090	116,865
000816	Special Agent	1BB	41H	87,090	116,865
001723	Special Agent Senior	1BB	44H	92,478	124,006

APPENDIX D-1

Compensation Grid 1BB										
Unit 201 Law Enforcement Association										
Ranges 41 - 55										
Effective 07/01/2023 – 06/30/2024										
Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	
			<u>After 1</u>							
			<u>Add'l</u>							
			Yr.	Yr.	Yr.	Yr.	Yr.	Yr.	<u>Yr.</u>	
41	YR	87,090	90,661	94,336	97,969	101,978	105,987	110,226	116,865	
4	41141	MO	7,258	7,555	7,861	8,164	8,498	8,832	9,185	9,739
	4141	HR	41.71	43.42	45.18	46.92	48.84	50.76	52.79	55.97
42	YR	88,844	92,478	96,215	99,953	104,003	108,117	112,460	119,204	
	42	MO	7,404	7,706	8,018	8,329	8,667	9,010	9,372	9,934
	42	HR	42.55	44.29	46.08	47.87	49.81	51.78	53.86	57.09
43	YR	90,661	94,336	97,969	101,978	105,987	110,226	114,673	121,584	
	43	MO	7,555	7,861	8,164	8,498	8,832	9,185	9,556	10,132
	43	HR	43.42	45.18	46.92	48.84	50.76	52.79	54.92	58.23
44	YR	92,478	96,215	99,953	104,003	108,117	112,460	116,970	124,006	
	44	MO	7,706	8,018	8,329	8,667	9,010	9,372	9,747	10,334
	44	HR	44.29	46.08	47.87	49.81	51.78	53.86	56.02	59.39
45	YR	94,336	97,969	101,978	105,987	110,226	114,673	119,287	126,491	
	45	MO	7,861	8,164	8,498	8,832	9,185	9,556	9,941	10,541
	45	HR	45.18	46.92	48.84	50.76	52.79	54.92	57.13	60.58
46	YR	96,215	99,953	104,003	108,117	112,460	116,970	121,689	129,018	
	46	MO	8,018	8,329	8,667	9,010	9,372	9,747	10,141	10,751
	46	HR	46.08	47.87	49.81	51.78	53.86	56.02	58.28	61.79
47	YR	97,969	101,978	105,987	110,226	114,673	119,287	124,111	131,607	
	47	MO	8,164	8,498	8,832	9,185	9,556	9,941	10,343	10,967
	47	HR	46.92	48.84	50.76	52.79	54.92	57.13	59.44	63.03
48	YR	99,953	104,003	108,117	112,460	116,970	121,689	126,595	134,217	
	48	MO	8,329	8,667	9,010	9,372	9,747	10,141	10,550	11,185
	48	HR	47.87	49.81	51.78	53.86	56.02	58.28	60.63	64.28
49	YR	101,978	105,987	110,226	114,673	119,287	124,111	129,122	136,910	
	49	MO	8,498	8,832	9,185	9,556	9,941	10,343	10,760	11,409
	49	HR	48.84	50.76	52.79	54.92	57.13	59.44	61.84	65.57
50	YR	104,003	108,117	112,460	116,970	121,689	126,595	131,711	139,645	
	50	MO	8,667	9,010	9,372	9,747	10,141	10,550	10,976	11,637
	50	HR	49.81	51.78	53.86	56.02	58.28	60.63	63.08	66.88
51	YR	105,987	110,226	114,673	119,287	124,111	129,122	134,342	142,443	
	51	MO	8,832	9,185	9,556	9,941	10,343	10,760	11,195	11,870
	51	HR	50.76	52.79	54.92	57.13	59.44	61.84	64.34	68.22
52	YR	108,117	112,460	116,970	121,689	126,595	131,711	137,035	145,283	
	52	MO	9,010	9,372	9,747	10,141	10,550	10,976	11,420	12,107
	52	HR	51.78	53.86	56.02	58.28	60.63	63.08	65.63	69.58

Compensation Grid 1BB
Unit 201 Law Enforcement Association

Ranges 41 - 55

Effective 07/01/2023 – 06/30/2024

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			<u>After 1</u>	After 1	After 1	After 1	After 1	After 1	After 1
			Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.	<u>Add'l</u> <u>Yr.</u>
53	YR	110,226	114,673	119,287	124,111	129,122	134,342	139,771	148,185
53	MO	9,185	9,556	9,941	10,343	10,760	11,195	11,648	12,349
53	HR	52.79	54.92	57.13	59.44	61.84	64.34	66.94	70.97
54	YR	112,460	116,970	121,689	126,595	131,711	137,035	142,569	151,129
54	MO	9,372	9,747	10,141	10,550	10,976	11,420	11,881	12,594
54	HR	53.86	56.02	58.28	60.63	63.08	65.63	68.28	72.38
55	YR	114,673	119,287	124,111	129,122	134,342	139,771	145,408	154,178
55	MO	9,556	9,941	10,343	10,760	11,195	11,648	12,117	12,848
55	HR	54.92	57.13	59.44	61.84	64.34	66.94	69.64	73.84

JOB CODE	JOB TITLE	GRID ID#	COMP Code	MINIMUM ANNUAL	MAXIMUM ANNUAL
003843	Commerce Insurance Fraud Spec	1BB	41H	87,090	116,865
003788	Fugitive Specialist	1BB	41H	87,090	116,865
000816	Special Agent	1BB	41H	87,090	116,865
001723	Special Agent Senior	1BB	44H	92,478	124,006

APPENDIX D-2

Compensation Grid 1BB
Unit 201 Law Enforcement Association
Ranges 60 - 72¹
Effective 7/1/2024 - 6/17/2025

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
60	YR	92,832	96,633	100,537	104,442	108,680	112,982	117,513	124,570
60	MO	7,736	8,053	8,378	8,703	9,057	9,415	9,793	10,381
60	HR	44.46	46.28	48.15	50.02	52.05	54.11	56.28	59.66
61	YR	96,633	100,537	104,442	108,680	112,982	117,513	122,232	129,581
61	MO	8,053	8,378	8,703	9,057	9,415	9,793	10,186	10,798
61	HR	46.28	48.15	50.02	52.05	54.11	56.28	58.54	62.06
62	YR	100,537	104,442	108,680	112,982	117,513	122,232	127,159	134,822
62	MO	8,378	8,703	9,057	9,415	9,793	10,186	10,597	11,235
62	HR	48.15	50.02	52.05	54.11	56.28	58.54	60.90	64.57

70	YR	98,574	102,375	106,572	110,748	115,195	119,830	124,654	132,191
70	MO	8,215	8,531	8,881	9,229	9,600	9,986	10,388	11,016
70	HR	47.21	49.03	51.04	53.04	55.17	57.39	59.70	63.31
71	YR	102,375	106,572	110,748	115,195	119,830	124,654	129,686	137,537
71	MO	8,531	8,881	9,229	9,600	9,986	10,388	10,807	11,461
71	HR	49.03	51.04	53.04	55.17	57.39	59.70	62.11	65.87
72	YR	106,572	110,748	115,195	119,830	124,654	129,686	134,927	143,070
72	MO	8,881	9,229	9,600	9,986	10,388	10,807	11,244	11,922
72	HR	51.04	53.04	55.17	57.39	59.70	62.11	64.62	68.52

JOB CODE	JOB TITLE	GRID ID#	COMP Code	MINIMUM ANNUAL	MAXIMUM ANNUAL
003843	Commerce Insurance Fraud Spec	1BB	60H	92,832	124,570
003788	Fugitive Specialist	1BB	60H	92,832	124,570
000816	Special Agent	1BB	60H	92,832	124,570
001723	Special Agent Senior	1BB	70H	98,574	132,191

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¹ On July 1, 2024, the negotiated 1BB salary ranges are renumbered from Range 42 to Range 60. In addition, Range 45 becomes Range 70, with additional ranges (71-72) added to 1BB. The percentage difference between each successive range increases from approximately 2% to approximately 4%."

APPENDIX D-3

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Compensation Grid 1BB Unit 201 Law Enforcement Association

Ranges 60 - 72

Effective 6/18/2025 - 6/30/2025

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1	After 1	After 1	After 1	After 1	After 1	After 1
			Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.	Add'l Yr.
60	YR	92,832	96,633	100,537	104,442	108,680	112,982	117,513	127,055
60	MO	7,736	8,053	8,378	8,703	9,057	9,415	9,793	10,588
60	HR	44.46	46.28	48.15	50.02	52.05	54.11	56.28	60.85
61	YR	96,633	100,537	104,442	108,680	112,982	117,513	122,232	132,170
61	MO	8,053	8,378	8,703	9,057	9,415	9,793	10,186	11,014
61	HR	46.28	48.15	50.02	52.05	54.11	56.28	58.54	63.30
62	YR	100,537	104,442	108,680	112,982	117,513	122,232	127,159	137,516
62	MO	8,378	8,703	9,057	9,415	9,793	10,186	10,597	11,460
62	HR	48.15	50.02	52.05	54.11	56.28	58.54	60.90	65.86

70	YR	98,574	102,375	106,572	110,748	115,195	119,830	124,654	134,843
70	MO	8,215	8,531	8,881	9,229	9,600	9,986	10,388	11,237
70	HR	47.21	49.03	51.04	53.04	55.17	57.39	59.70	64.58
71	YR	102,375	106,572	110,748	115,195	119,830	124,654	129,686	140,293
71	MO	8,531	8,881	9,229	9,600	9,986	10,388	10,807	11,691
71	HR	49.03	51.04	53.04	55.17	57.39	59.70	62.11	67.19
72	YR	106,572	110,748	115,195	119,830	124,654	129,686	134,927	145,930
72	MO	8,881	9,229	9,600	9,986	10,388	10,807	11,244	12,161
72	HR	51.04	53.04	55.17	57.39	59.70	62.11	64.62	69.89

JOB CODE	JOB TITLE	GRID ID#	COMP Code	MINIMUM ANNUAL	MAXIMUM ANNUAL
003843	Commerce Insurance Fraud Spec	1BB	60H	92,832	127,055
003788	Fugitive Specialist	1BB	60H	92,832	127,055
000816	Special Agent	1BB	60H	92,832	127,055
001723	Special Agent Senior	1BB	70H	98,574	134,843

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APPENDIX D-2

Compensation Grid 1BB Ranges 41-60									
Range	Rate	Step A	Effective 07/01/2024 - 06/30/2025						
			Step B	Step C	Step D	Step E	Step F	Step G	
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	
41	YR	91,016	94,733	98,574	102,375	106,572	110,748	115,195	122,127
41	MO	7,585	7,894	8,215	8,531	8,881	9,229	9,600	10,177
41	HR	43.59	45.37	47.21	49.03	51.04	53.04	55.17	58.49
42	YR	92,832	96,633	100,537	104,442	108,680	112,982	117,513	124,570
42	MO	7,736	8,053	8,378	8,703	9,057	9,415	9,793	10,381
42	HR	44.46	46.28	48.15	50.02	52.05	54.11	56.28	59.66
42	YR	94,733	98,574	102,375	106,572	110,748	115,195	119,830	127,055
43	MO	7,894	8,215	8,531	8,881	9,229	9,600	9,986	10,588
43	HR	45.37	47.21	49.03	51.04	53.04	55.17	57.39	60.85
44	YR	96,633	100,537	104,442	108,680	112,982	117,513	122,232	129,581
44	MO	8,053	8,378	8,703	9,057	9,415	9,793	10,186	10,798
44	HR	46.28	48.15	50.02	52.05	54.11	56.28	58.54	62.06
45	YR	98,574	102,375	106,572	110,748	115,195	119,830	124,654	132,191
45	MO	8,215	8,531	8,881	9,229	9,600	9,986	10,388	11,016
45	HR	47.21	49.03	51.04	53.04	55.17	57.39	59.70	63.31
46	YR	100,537	104,442	108,680	112,982	117,513	122,232	127,159	134,822
46	MO	8,378	8,703	9,057	9,415	9,793	10,186	10,597	11,235
46	HR	48.15	50.02	52.05	54.11	56.28	58.54	60.90	64.57
47	YR	102,375	106,572	110,748	115,195	119,830	124,654	129,686	137,537
47	MO	8,531	8,881	9,229	9,600	9,986	10,388	10,807	11,461
47	HR	49.03	51.04	53.04	55.17	57.39	59.70	62.11	65.87
48	YR	104,442	108,680	112,982	117,513	122,232	127,159	132,296	140,251
48	MO	8,703	9,057	9,415	9,793	10,186	10,597	11,025	11,688
48	HR	50.02	52.05	54.11	56.28	58.54	60.90	63.36	67.17
49	YR	106,572	110,748	115,195	119,830	124,654	129,686	134,927	143,070
49	MO	8,881	9,229	9,600	9,986	10,388	10,807	11,244	11,922
49	HR	51.04	53.04	55.17	57.39	59.70	62.11	64.62	68.52
50	YR	108,680	112,982	117,513	122,232	127,159	132,296	137,641	145,930
50	MO	9,057	9,415	9,793	10,186	10,597	11,025	11,470	12,161
50	HR	52.05	54.11	56.28	58.54	60.90	63.36	65.92	69.89
51	YR	110,748	115,195	119,830	124,654	129,686	134,927	140,397	148,854
51	MO	9,229	9,600	9,986	10,388	10,807	11,244	11,700	12,404
51	HR	53.04	55.17	57.39	59.70	62.11	64.62	67.24	71.29
52	YR	112,982	117,513	122,232	127,159	132,296	137,641	142,195	151,818
52	MO	9,415	9,793	10,186	10,597	11,025	11,470	11,933	12,652
52	HR	54.11	56.28	58.54	60.90	63.36	65.92	68.58	72.71
53	YR	115,195	119,830	124,654	129,686	134,927	140,397	146,056	154,846
53	MO	9,600	9,986	10,388	10,807	11,244	11,700	12,171	12,904
53	HR	55.17	57.39	59.70	62.11	64.62	67.24	69.95	74.16

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Compensation Grid 1BB									
Ranges 41-60									
Effective 07/01/2024 - 06/30/2025									
Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	
			After 1 Add'l Yr.						
54	YR	117,513	122,232	127,159	132,296	137,641	143,195	148,979	157,936
MO	9,793	10,186	10,597	11,025	11,470	11,933	12,415	13,161	
HR	56.28	58.54	60.90	63.36	65.92	68.58	71.35	75.64	
55	YR	119,830	124,654	129,686	134,927	140,397	146,056	151,944	161,110
MO	9,986	10,388	10,807	11,244	11,700	12,171	12,662	13,426	
HR	57.39	59.70	62.11	64.62	67.24	69.95	72.77	77.16	
56	YR	122,232	127,159	132,296	137,641	143,195	148,979	154,950	164,242
MO	10,186	10,597	11,025	11,470	11,933	12,415	12,913	13,687	
HR	58.54	60.90	63.36	65.92	68.58	71.35	74.21	78.66	
57	YR	124,654	129,686	134,927	140,397	146,056	151,944	158,041	167,499
MO	10,388	10,807	11,244	11,700	12,171	12,662	13,170	13,958	
HR	59.70	62.11	64.62	67.24	69.95	72.77	75.69	80.22	
58	YR	127,159	132,296	137,641	143,195	148,979	154,950	161,131	170,798
MO	10,597	11,025	11,470	11,933	12,415	12,913	13,428	14,233	
HR	60.90	63.36	65.92	68.58	71.35	74.21	77.17	81.80	
59	YR	129,686	134,927	140,397	146,056	151,944	158,041	164,367	174,223
MO	10,807	11,244	11,700	12,171	12,662	13,170	13,697	14,519	
HR	62.11	64.62	67.24	69.95	72.77	75.69	78.72	83.44	
60	YR	132,232	137,641	143,195	148,979	154,950	161,131	167,583	177,626
MO	11,025	11,470	11,933	12,415	12,913	13,428	13,965	14,802	
HR	63.36	65.92	68.58	71.35	74.21	77.17	80.26	85.07	

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JOB-CODE	JOB-TITLE	GRID-ID#	COMP-Code	MINIMUM-ANNUAL	MAXIMUM-ANNUAL
003843	Commerce Insurance Fraud Specie	1BB	41H	91,016	122,127
003788	Fugitive Specialist	1BB	41H	91,016	122,127
000816	Special Agent	1BB	42H	92,832	124,570
001723	Special Agent Senior	1BB	45H	98,574	132,191

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APPENDIX D-3

Compensation Grid 1BB

Ranges 41–55

Effective 07/01/2022—06/30/2023 (Note—Grid subject to change if legislative approval does not happen prior to 07/01/2022)

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		After 1	After 1	After 1	After 1	After 1	After 1	After 1	After 1
		Add'l	Add'l	Add'l	Add'l	Add'l	Add'l	Add'l	Add'l
41	YR	82,560	85,942	89,408	92,853	96,654	100,454	104,484	110,768
41	MO	6,880	7,162	7,451	7,738	8,054	8,371	8,707	9,231
41	HR	39.54	41.16	42.82	44.47	46.29	48.11	50.04	53.05
42	YR	84,209	87,654	91,204	94,733	98,574	102,479	106,592	112,982
42	MO	7,017	7,305	7,600	7,894	8,215	8,540	8,883	9,415
42	HR	40.33	41.98	43.68	45.37	47.21	49.08	51.05	54.11
43	YR	85,942	89,408	92,853	96,654	100,454	104,484	108,701	115,237
43	MO	7,162	7,451	7,738	8,054	8,371	8,707	9,058	9,603
43	HR	41.16	42.82	44.47	46.29	48.11	50.04	52.06	55.19
44	YR	87,654	91,204	94,733	98,574	102,479	106,592	110,873	117,534
44	MO	7,305	7,600	7,894	8,215	8,540	8,883	9,229	9,794
44	HR	41.98	43.68	45.37	47.21	49.08	51.05	53.10	56.29
45	YR	89,408	92,853	96,654	100,454	104,484	108,701	113,065	119,893
45	MO	7,451	7,738	8,054	8,371	8,707	9,058	9,422	9,991
45	HR	42.82	44.47	46.29	48.11	50.04	52.06	54.15	57.42
46	YR	91,204	94,733	98,574	102,479	106,592	110,873	115,341	122,294
46	MO	7,600	7,894	8,215	8,540	8,883	9,229	9,612	10,191
46	HR	43.68	45.37	47.21	49.08	51.05	53.10	55.24	58.57
47	YR	92,853	96,654	100,454	104,484	108,701	113,065	117,638	124,737
47	MO	7,738	8,054	8,371	8,707	9,058	9,422	9,803	10,395
47	HR	44.47	46.29	48.11	50.04	52.06	54.15	56.34	59.74
48	YR	94,733	98,574	102,479	106,592	110,873	115,341	119,997	127,222
48	MO	7,894	8,215	8,540	8,883	9,229	9,612	10,000	10,602
48	HR	45.37	47.21	49.08	51.05	53.10	55.24	57.47	60.93
49	YR	96,654	100,454	104,484	108,701	113,065	117,638	122,399	129,769
49	MO	8,054	8,371	8,707	9,058	9,422	9,803	10,200	10,814
49	HR	46.29	48.11	50.04	52.06	54.15	56.34	58.62	62.15
50	YR	98,574	102,479	106,592	110,873	115,341	119,997	124,842	132,358
50	MO	8,215	8,540	8,883	9,229	9,612	10,000	10,403	11,030
50	HR	47.21	49.08	51.05	53.10	55.24	57.47	59.79	63.39
51	YR	100,454	104,484	108,701	113,065	117,638	122,399	127,347	135,010
51	MO	8,371	8,707	9,058	9,422	9,803	10,200	10,612	11,251
51	HR	48.11	50.04	52.06	54.15	56.34	58.62	60.99	64.66
52	YR	102,479	106,592	110,873	115,341	119,997	124,842	129,894	137,704
52	MO	8,540	8,883	9,229	9,612	10,000	10,403	10,825	11,475
52	HR	49.08	51.05	53.10	55.24	57.47	59.79	62.21	65.95

53	YR	104,484	108,701	113,065	117,638	122,399	127,347	132,484	140,460
53	MO	8,707	9,058	9,422	9,803	10,200	10,612	11,040	11,705
53	HR	50.04	52.06	54.15	56.34	58.62	60.99	63.45	67.27
54	YR	106,592	110,873	115,341	119,997	124,842	129,894	135,135	143,258
54	MO	8,883	9,239	9,612	10,000	10,403	10,825	11,261	11,938
54	HR	51.05	53.10	55.24	57.47	59.79	62.21	64.72	68.61
55	YR	108,701	113,065	117,638	122,399	127,347	132,484	137,829	146,139
55	MO	9,058	9,422	9,803	10,200	10,612	11,040	11,486	12,178
55	HR	52.06	54.15	56.34	58.62	60.99	63.45	66.01	69.99

JOB CODE	JOB TITLE	GRID	COMP	MINIMUM ANNUAL	MAXIMUM ANNUAL
003843	Commerce Insurance Fraud Spec	1BB	41H	82,560	110,768
003788	Fugitive Specialist	1BB	41H	82,560	110,768
000816	Special Agent	1BB	41H	82,560	110,768
001723	Special Agent Senior	1BB	44H	87,654	117,534

APPENDIX E-1

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Compensation Grid 1C

Ranges 03—15

Effective 07/01/2023—06/30/2024 05/24/2022

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		After 1	After 1	After 1	After 1	After 1	After 1	After 1	After 1
		Add 4	Add 4	Add 4	Add 4	Add 4	Add 4	Add 4	Add 4
03	YR	63,559	66,210	68,758	71,451	74,395	77,360	80,534	85,337
03	MQ	5,297	5,518	5,730	5,954	6,200	6,447	6,711	7,111
03	HR	30.44	31.71	32.93	34.22	35.63	37.05	38.57	40.87
04	YR	64,916	67,401	70,199	73,017	75,815	78,843	82,079	87,111
04	MQ	5,410	5,617	5,850	6,085	6,318	6,570	6,840	7,259
04	HR	31.09	32.28	33.62	34.97	36.31	37.76	39.31	41.72
05	YR	66,210	68,758	71,451	74,395	77,360	80,534	83,666	88,782
05	MQ	5,518	5,730	5,954	6,200	6,447	6,711	6,972	7,398
05	HR	31.71	32.93	34.22	35.63	37.05	38.57	40.07	42.52
06	YR	67,401	70,199	73,017	75,815	78,843	82,079	85,399	90,473
06	MQ	5,617	5,850	6,085	6,318	6,570	6,840	7,117	7,539
06	HR	32.28	33.62	34.97	36.31	37.76	39.31	40.90	43.33
07	YR	68,758	71,451	74,395	77,360	80,534	83,666	87,049	92,394
07	MQ	5,730	5,954	6,200	6,447	6,711	6,972	7,254	7,700
07	HR	32.93	34.22	35.63	37.05	38.57	40.07	41.69	44.25
08	YR	70,199	73,017	75,815	78,843	82,079	85,399	88,698	94,169
08	MQ	5,850	6,085	6,318	6,570	6,840	7,117	7,392	7,847
08	HR	33.62	34.97	36.31	37.76	39.31	40.90	42.48	45.10
09	YR	71,451	74,395	77,360	80,534	83,666	87,049	90,577	96,006
09	MQ	5,954	6,200	6,447	6,711	6,972	7,254	7,548	8,001
09	HR	34.22	35.63	37.05	38.57	40.07	41.69	43.38	45.98
10	YR	73,017	75,815	78,843	82,079	85,399	88,698	92,331	97,885
10	MQ	6,085	6,318	6,570	6,840	7,117	7,392	7,694	8,157
10	HR	34.97	36.31	37.76	39.31	40.90	42.48	44.22	46.88
11	YR	74,395	77,360	80,534	83,666	87,049	90,577	94,127	99,911
11	MQ	6,200	6,447	6,711	6,972	7,254	7,548	7,844	8,326
11	HR	35.63	37.05	38.57	40.07	41.69	43.38	45.08	47.85
12	YR	75,815	78,843	82,079	85,399	88,698	92,331	95,964	101,790
12	MQ	6,318	6,570	6,840	7,117	7,392	7,694	7,997	8,483
12	HR	36.31	37.76	39.31	40.90	42.48	44.22	45.96	48.75
13	YR	77,360	80,534	83,666	87,049	90,577	94,127	97,927	103,815
13	MQ	6,447	6,711	6,972	7,254	7,548	7,844	8,161	8,651
13	HR	37.05	38.57	40.07	41.69	43.38	45.08	46.90	49.72
14	YR	78,843	82,079	85,399	88,698	92,331	95,964	99,806	105,841
14	MQ	6,570	6,840	7,117	7,392	7,694	7,997	8,317	8,820
14	HR	37.76	39.31	40.90	42.48	44.22	45.96	47.80	50.69
15	YR	80,534	83,666	87,049	90,577	94,127	97,927	101,790	107,929
15	MQ	6,711	6,972	7,254	7,548	7,844	8,161	8,483	8,994

15	HR	38.57	40.07	41.69	43.38	45.08	46.90	48.75	51.69
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JOB CODE	JOB TITLE	GRID	COMP	MINIMUM ANNUAL	MAXIMUM ANNUAL
001743	NR Spec 2 CO	1C	05H	66,210	88,782
003660	NR Spec 3 CO Community Liaison	1C	08H	70,199	94,169
003878	NR Spec 3 CO Pilot	1C	08H	70,199	94,169
003185	NR Spec 3 Co Reg Training Offr	1C	08H	70,199	94,169
003184	NR Spec 3 CO Spec Investigator	1C	10H	73,017	97,885
003193	NR Spec 3 CO Water Res Spec	1C	08H	70,199	94,169
001868	NR Spec 4 Co Pilot	1C	11H	74,395	99,911
003190	NR Spec 3 CO Marine Unit Officer/CO Unit Leader	1C	08H	70,199	94,169
007991	State Patrol Trooper	1C	06H	67,401	90,473

APPENDIX E-2

Compensation Grid 1C

Ranges 03 – 15

Effective 07/01/2024 05/25/2022 – 06/30/2025 06/30/2022

Implementation Date will be the beginning of the first full pay period following legislative approval of contract

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		After 1	After 1	After 1	After 1	After 1	After 1	After 1	After 1
		Add'l	Add'l	Add'l	Add'l	Add'l	Add'l	Add'l	Add'l
03	YR	63,684	66,336	68,883	71,577	74,521	77,486	80,659	85,462
03	MO	5,307	5,528	5,740	5,965	6,210	6,457	6,722	7,122
03	HR	30.50	31.77	32.99	34.28	35.69	37.11	38.63	40.93
04	YR	65,041	67,526	70,324	73,143	75,941	78,968	82,205	87,237
04	MO	5,420	5,627	5,860	6,095	6,328	6,581	6,850	7,270
04	HR	31.15	32.34	33.68	35.03	36.37	37.82	39.37	41.78
05	YR	66,336	68,883	71,577	74,521	77,486	80,659	83,791	88,907
05	MO	5,528	5,740	5,965	6,210	6,457	6,722	6,983	7,409
05	HR	31.77	32.99	34.28	35.69	37.11	38.63	40.13	42.58
06	YR	67,526	70,324	73,143	75,941	78,968	82,205	85,524	90,598
06	MO	5,627	5,860	6,095	6,328	6,581	6,850	7,127	7,550
06	HR	32.34	33.68	35.03	36.37	37.82	39.37	40.96	43.39
07	YR	68,883	71,577	74,521	77,486	80,659	83,791	87,174	92,519
07	MO	5,740	5,965	6,210	6,457	6,722	6,983	7,265	7,710
07	HR	32.99	34.28	35.69	37.11	38.63	40.13	41.75	44.31
08	YR	70,324	73,143	75,941	78,968	82,205	85,524	88,824	94,294
08	MO	5,860	6,095	6,328	6,581	6,850	7,127	7,402	7,858
08	HR	33.68	35.03	36.37	37.82	39.37	40.96	42.54	45.16
09	YR	71,577	74,521	77,486	80,659	83,791	87,174	90,703	96,132
09	MO	5,965	6,210	6,457	6,722	6,983	7,265	7,559	8,011
09	HR	34.28	35.69	37.11	38.63	40.13	41.75	43.44	46.04
10	YR	73,143	75,941	78,968	82,205	85,524	88,824	92,457	98,011
10	MO	6,095	6,328	6,581	6,850	7,127	7,402	7,705	8,168
10	HR	35.03	36.37	37.82	39.37	40.96	42.54	44.28	46.94
11	YR	74,521	77,486	80,659	83,791	87,174	90,703	94,252	100,036
11	MO	6,210	6,457	6,722	6,983	7,265	7,559	7,854	8,336
11	HR	35.69	37.11	38.63	40.13	41.75	43.44	45.14	47.91
12	YR	75,941	78,968	82,205	85,524	88,824	92,457	96,090	101,915
12	MO	6,328	6,581	6,850	7,127	7,402	7,705	8,007	8,493
12	HR	36.37	37.82	39.37	40.96	42.54	44.28	46.02	48.81
13	YR	77,486	80,659	83,791	87,174	90,703	94,252	98,052	103,941
13	MO	6,457	6,722	6,983	7,265	7,559	7,854	8,171	8,662
13	HR	37.11	38.63	40.13	41.75	43.44	45.14	46.96	49.78
14	YR	78,968	82,205	85,524	88,824	92,457	96,090	99,932	105,966
14	MO	6,581	6,850	7,127	7,402	7,705	8,007	8,328	8,831
14	HR	37.82	39.37	40.96	42.54	44.28	46.02	47.86	50.75

15	¥R	80,659	83,791	87,174	90,703	94,252	98,052	101,915	108,054
15	MO	6,722	6,983	7,265	7,559	7,854	8,171	8,493	9,005
15	HR	38.63	40.13	41.75	43.44	45.14	46.96	48.81	51.75

← → Formatted: Space Before: 10.3 pt, After: 8 pt

APPENDIX E-3

Compensation Grid 1C

Ranges 03—15

Effective 07/01/2022—06/30/2023 (Note—Grid subject to change if legislative approval does not happen prior to 07/01/2022)

Range	Rate	Step-A	Step-B	Step-C	Step-D	Step-E	Step-F	Step-G	Step-H
		After 1 Add'l	After 1 Add'l	After 1 Add'l	After 1 Add'l	After 1 Add'l	After 1 Add'l	After 1 Add'l	After 1 Add'l
		¥r	¥r	¥r	¥r	¥r	¥r	¥r	¥r
03	¥R	65,271	67,985	70,595	73,372	76,379	79,428	82,685	87,592
03	MQ	5,439	5,665	5,883	6,114	6,365	6,619	6,890	7,299
03	HR	31.26	32.56	33.81	35.14	36.58	38.04	39.60	41.95
04	¥R	66,670	69,217	72,078	74,980	77,841	80,952	84,251	89,408
04	MQ	5,556	5,768	6,006	6,248	6,487	6,746	7,021	7,451
04	HR	31.93	33.15	34.52	35.91	37.28	38.77	40.35	42.82
05	¥R	67,985	70,595	73,372	76,379	79,428	82,685	85,879	91,120
05	MQ	5,665	5,883	6,114	6,365	6,619	6,890	7,157	7,593
05	HR	32.56	33.81	35.14	36.58	38.04	39.60	41.13	43.64
06	¥R	69,217	72,078	74,980	77,841	80,952	84,251	87,654	92,853
06	MQ	5,768	6,006	6,248	6,487	6,746	7,021	7,305	7,738
06	HR	33.15	34.52	35.91	37.28	38.77	40.35	41.98	44.47
07	¥R	70,595	73,372	76,379	79,428	82,685	85,879	89,346	94,837
07	MQ	5,883	6,114	6,365	6,619	6,890	7,157	7,445	7,903
07	HR	33.81	35.14	36.58	38.04	39.60	41.13	42.79	45.42
08	¥R	72,078	74,980	77,841	80,952	84,251	87,654	91,037	96,654
08	MQ	6,006	6,248	6,487	6,746	7,021	7,305	7,586	8,054
08	HR	34.52	35.91	37.28	38.77	40.35	41.98	43.60	46.29
09	¥R	73,372	76,379	79,428	82,685	85,879	89,346	92,979	98,533
09	MQ	6,114	6,365	6,619	6,890	7,157	7,445	7,748	8,211
09	HR	35.14	36.58	38.04	39.60	41.13	42.79	44.53	47.19
10	¥R	74,980	77,841	80,952	84,251	87,654	91,037	94,774	100,454
10	MQ	6,248	6,487	6,746	7,021	7,305	7,586	7,898	8,371
10	HR	35.91	37.28	38.77	40.35	41.98	43.60	45.39	48.11
11	¥R	76,379	79,428	82,685	85,879	89,346	92,979	96,612	102,542
11	MQ	6,365	6,619	6,890	7,157	7,445	7,748	8,051	8,545
11	HR	36.58	38.04	39.60	41.13	42.79	44.53	46.27	49.11
12	¥R	77,841	80,952	84,251	87,654	91,037	94,774	98,491	104,463
12	MQ	6,487	6,746	7,021	7,305	7,586	7,898	8,208	8,705
12	HR	37.28	38.77	40.35	41.98	43.60	45.39	47.17	50.03
13	¥R	79,428	82,685	85,879	89,346	92,979	96,612	100,495	106,530
13	MQ	6,619	6,890	7,157	7,445	7,748	8,051	8,375	8,877
13	HR	38.04	39.60	41.13	42.79	44.53	46.27	48.13	51.02
14	¥R	80,952	84,251	87,654	91,037	94,774	98,491	102,437	108,618
14	MQ	6,746	7,021	7,305	7,586	7,898	8,208	8,536	9,051
14	HR	38.77	40.35	41.98	43.60	45.39	47.17	49.06	52.02
15	¥R	82,685	85,879	89,346	92,979	96,612	100,495	104,463	110,748

15	MO	6,890	7,157	7,445	7,748	8,051	8,375	8,705	9,229
15	HR	39.60	41.13	42.79	44.53	46.27	48.13	50.03	53.04

JOB CODE	JOB TITLE	GRID	COMP	MINIMUM	MAXIMUM
				ANNUAL	ANNUAL
001743	NR-Spec 2-CO	1C	07H	70,595	94,837
003660	NR-Spec 3-CO Community Liaison	1C	10H	74,980	100,454
003878	NR-Spec 3-CO Pilot	1C	10H	74,980	100,454
003185	NR Spec 3-Co Reg Training Offr	1C	10H	74,980	100,454
003184	NR Spec 3-CO Spec Investigator	1C	12H	77,841	104,463
003193	NR Spec 3-CO Water Res Spec	1C	10H	74,980	100,454
001868	NR Spec 4-Co Pilot	1C	13H	79,428	106,530
003190	NR Spec/CO Unit Leader	1C	10H	73,143	100,454
007991	State Patrol Trooper	1C	07H	70,595	94,837

APPENDIX E-1

Compensation Grid 1C
Unit 201 Law Enforcement Association
Ranges 03 – 20
Effective 07/01/2023 – 06/30/2024

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	<u>After 1</u> <u>Add'l</u> <u>Yr.</u>
03	YR	68,862	71,723	74,479	77,402	80,576	83,791	87,237	92,415
03	MO	5,739	5,977	6,207	6,450	6,715	6,983	7,270	7,701
03	HR	32.98	34.35	35.67	37.07	38.59	40.13	41.78	44.26
04	YR	70,345	73,017	76,045	79,114	82,121	85,399	88,886	94,336
04	MO	5,862	6,085	6,337	6,593	6,843	7,117	7,407	7,861
04	HR	33.69	34.97	36.42	37.89	39.33	40.90	42.57	45.18
05	YR	71,723	74,479	77,402	80,576	83,791	87,237	90,598	96,132
05	MO	5,977	6,207	6,450	6,715	6,983	7,270	7,550	8,011
05	HR	34.35	35.67	37.07	38.59	40.13	41.78	43.39	46.04
06	YR	73,017	76,045	79,114	82,121	85,399	88,886	92,478	97,969
06	MO	6,085	6,337	6,593	6,843	7,117	7,407	7,706	8,164
06	HR	34.97	36.42	37.89	39.33	40.90	42.57	44.29	46.92
07	YR	74,479	77,402	80,576	83,791	87,237	90,598	94,252	100,057
07	MO	6,207	6,450	6,715	6,983	7,270	7,550	7,854	8,338
07	HR	35.67	37.07	38.59	40.13	41.78	43.39	45.14	47.92
08	YR	76,045	79,114	82,121	85,399	88,886	92,478	96,048	101,978
08	MO	6,337	6,593	6,843	7,117	7,407	7,706	8,004	8,498
08	HR	36.42	37.89	39.33	40.90	42.57	44.29	46.00	48.84
09	YR	77,402	80,576	83,791	87,237	90,598	94,252	98,094	103,962
09	MO	6,450	6,715	6,983	7,270	7,550	7,854	8,175	8,663

Compensation Grid 1C
Unit 201 Law Enforcement Association
Ranges 03 – 20
Effective 07/01/2023 – 06/30/2024

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	<u>After 1 Add'l Yr.</u>
09	HR	37.07	38.59	40.13	41.78	43.39	45.14	46.98	49.79
10	YR	79,114	82,121	85,399	88,886	92,478	96,048	99,994	105,987
10	MO	6,593	6,843	7,117	7,407	7,706	8,004	8,333	8,832
10	HR	37.89	39.33	40.90	42.57	44.29	46.00	47.89	50.76
11	YR	80,576	83,791	87,237	90,598	94,252	98,094	101,915	108,179
11	MO	6,715	6,983	7,270	7,550	7,854	8,175	8,493	9,015
11	HR	38.59	40.13	41.78	43.39	45.14	46.98	48.81	51.81
12	YR	82,121	85,399	88,886	92,478	96,048	99,994	103,899	110,205
12	MO	6,843	7,117	7,407	7,706	8,004	8,333	8,658	9,184
12	HR	39.33	40.90	42.57	44.29	46.00	47.89	49.76	52.78
13	YR	83,791	87,237	90,598	94,252	98,094	101,915	106,029	112,397
13	MO	6,983	7,270	7,550	7,854	8,175	8,493	8,836	9,366
13	HR	40.13	41.78	43.39	45.14	46.98	48.81	50.78	53.83
14	YR	85,399	88,886	92,478	96,048	99,994	103,899	108,075	114,589
14	MO	7,117	7,407	7,706	8,004	8,333	8,658	9,006	9,549
14	HR	40.90	42.57	44.29	46.00	47.89	49.76	51.76	54.88

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15	YR	87,237	90,598	94,252	98,094	101,915	106,029	110,205	116,844
15	MO	7,270	7,550	7,854	8,175	8,493	8,836	9,184	9,737
15	HR	41.78	43.39	45.14	46.98	48.81	50.78	52.78	55.96
16	YR	88,886	92,478	96,048	99,994	103,899	108,075	112,397	119,120
16	MO	7,407	7,706	8,004	8,333	8,658	9,006	9,366	9,927
16	HR	42.57	44.29	46.00	47.89	49.76	51.76	53.83	57.05
17	YR	90,598	94,252	98,094	101,915	106,029	110,205	114,610	121,480
17	MO	7,550	7,854	8,175	8,493	8,836	9,184	9,551	10,123
17	HR	43.39	45.14	46.98	48.81	50.78	52.78	54.89	58.18
18	YR	92,478	96,048	99,994	103,899	108,075	112,397	116,886	123,902
18	MO	7,706	8,004	8,333	8,658	9,006	9,366	9,741	10,325
18	HR	44.29	46.00	47.89	49.76	51.76	53.83	55.98	59.34
19	YR	94,252	98,094	101,915	106,029	110,205	114,610	119,204	126,345
19	MO	7,854	8,175	8,493	8,836	9,184	9,551	9,934	10,529
19	HR	45.14	46.98	48.81	50.78	52.78	54.89	57.09	60.51
20	YR	96,048	99,994	103,899	108,075	112,397	116,886	121,542	128,850
20	MO	8,004	8,333	8,658	9,006	9,366	9,741	10,129	10,738
20	HR	46.00	47.89	49.76	51.76	53.83	55.98	58.21	61.71

JOB CODE	JOB TITLE	GRID	COMP	MINIMUM ANNUAL	MAXIMUM ANNUAL

<u>001743</u>	<u>NR Spec 2 CO</u>	<u>1C</u>	<u>07H</u>	<u>74,479</u>	<u>100,057</u>
<u>003660</u>	<u>NR Spec 3 CO Community Liaison</u>	<u>1C</u>	<u>10H</u>	<u>79,114</u>	<u>105,987</u>
<u>003878</u>	<u>NR Spec 3 CO Pilot</u>	<u>1C</u>	<u>10H</u>	<u>79,114</u>	<u>105,987</u>
<u>003185</u>	<u>NR Spec 3 Co Reg Training Offr</u>	<u>1C</u>	<u>10H</u>	<u>79,114</u>	<u>105,987</u>
<u>003184</u>	<u>NR Spec 3 CO Spec Investigator</u>	<u>1C</u>	<u>12H</u>	<u>82,121</u>	<u>110,205</u>
<u>003193</u>	<u>NR Spec 3 CO Water Res Spec</u>	<u>1C</u>	<u>10H</u>	<u>79,114</u>	<u>105,987</u>
<u>001868</u>	<u>NR Spec 4 Co Pilot</u>	<u>1C</u>	<u>13H</u>	<u>83,791</u>	<u>112,397</u>
<u>003190</u>	<u>NR Spec 3 CO Marine Unit Officer</u>	<u>1C</u>	<u>10H</u>	<u>79,114</u>	<u>105,987</u>
<u>007991</u>	<u>State Patrol Trooper</u>	<u>1C</u>	<u>07H</u>	<u>74,479</u>	<u>100,057</u>

APPENDIX E-2

Compensation Grid 1C
Unit 201 Law Enforcement Association
Ranges 03 – 20
Effective 07/01/2024 – 06/17/2025

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
03	YR	71,952	74,959	77,841	80,889	84,209	87,571	91,162	96,570
03	MO	5,996	6,247	6,487	6,741	7,017	7,298	7,597	8,048
03	HR	34.46	35.90	37.28	38.74	40.33	41.94	43.66	46.25
04	YR	73,518	76,296	79,469	82,685	85,817	89,241	92,895	98,574
04	MO	6,127	6,358	6,622	6,890	7,151	7,437	7,741	8,215
04	HR	35.21	36.54	38.06	39.60	41.10	42.74	44.49	47.21
05	YR	74,959	77,841	80,889	84,209	87,571	91,162	94,670	100,454
05	MO	6,247	6,487	6,741	7,017	7,298	7,597	7,889	8,371
05	HR	35.90	37.28	38.74	40.33	41.94	43.66	45.34	48.11
06	YR	76,296	79,469	82,685	85,817	89,241	92,895	96,633	102,375
06	MO	6,358	6,622	6,890	7,151	7,437	7,741	8,053	8,531
06	HR	36.54	38.06	39.60	41.10	42.74	44.49	46.28	49.03
07	YR	77,841	80,889	84,209	87,571	91,162	94,670	98,491	104,567
07	MO	6,487	6,741	7,017	7,298	7,597	7,889	8,208	8,714
07	HR	37.28	38.74	40.33	41.94	43.66	45.34	47.17	50.08
08	YR	79,469	82,685	85,817	89,241	92,895	96,633	100,370	106,572
08	MO	6,622	6,890	7,151	7,437	7,741	8,053	8,364	8,881
08	HR	38.06	39.60	41.10	42.74	44.49	46.28	48.07	51.04
09	YR	80,889	84,209	87,571	91,162	94,670	98,491	102,500	108,639
09	MO	6,741	7,017	7,298	7,597	7,889	8,208	8,542	9,053
09	HR	38.74	40.33	41.94	43.66	45.34	47.17	49.09	52.03
10	YR	82,685	85,817	89,241	92,895	96,633	100,370	104,504	110,748
10	MO	6,890	7,151	7,437	7,741	8,053	8,364	8,709	9,229
10	HR	39.60	41.10	42.74	44.49	46.28	48.07	50.05	53.04
11	YR	84,209	87,571	91,162	94,670	98,491	102,500	106,509	113,044
11	MO	7,017	7,298	7,597	7,889	8,208	8,542	8,876	9,420
11	HR	40.33	41.94	43.66	45.34	47.17	49.09	51.01	54.14
12	YR	85,817	89,241	92,895	96,633	100,370	104,504	108,576	115,174
12	MO	7,151	7,437	7,741	8,053	8,364	8,709	9,048	9,598
12	HR	41.10	42.74	44.49	46.28	48.07	50.05	52.00	55.16
13	YR	87,571	91,162	94,670	98,491	102,500	106,509	110,810	117,450
13	MO	7,298	7,597	7,889	8,208	8,542	8,876	9,234	9,788
13	HR	41.94	43.66	45.34	47.17	49.09	51.01	53.07	56.25
14	YR	89,241	92,895	96,633	100,370	104,504	108,576	112,940	119,747
14	MO	7,437	7,741	8,053	8,364	8,709	9,048	9,412	9,979
14	HR	42.74	44.49	46.28	48.07	50.05	52.00	54.09	57.35

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Compensation Grid 1C
Unit 201 Law Enforcement Association

Ranges 03 – 20

Effective 07/01/2024 – 06/17/2025

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	<u>After 1 Add'l Yr.</u>
15	YR	91,162	94,670	98,491	102,500	106,509	110,810	115,174	122,106
15	MO	7,597	7,889	8,208	8,542	8,876	9,234	9,598	10,176
15	HR	43.66	45.34	47.17	49.09	51.01	53.07	55.16	58.48
16	YR	92,895	96,633	100,370	104,504	108,576	112,940	117,450	124,487
16	MO	7,741	8,053	8,364	8,709	9,048	9,412	9,788	10,374
16	HR	44.49	46.28	48.07	50.05	52.00	54.09	56.25	59.62
17	YR	94,670	98,491	102,500	106,509	110,810	115,174	119,768	126,950
17	MO	7,889	8,208	8,542	8,876	9,234	9,598	9,981	10,579
17	HR	45.34	47.17	49.09	51.01	53.07	55.16	57.36	60.80
18	YR	96,633	100,370	104,504	108,576	112,940	117,450	122,148	129,477
18	MO	8,053	8,364	8,709	9,048	9,412	9,788	10,179	10,790
18	HR	46.28	48.07	50.05	52.00	54.09	56.25	58.50	62.01
19	YR	98,491	102,500	106,509	110,810	115,174	119,768	124,570	132,024
19	MO	8,208	8,542	8,876	9,234	9,598	9,981	10,381	11,002
19	HR	47.17	49.09	51.01	53.07	55.16	57.36	59.66	63.23
20	YR	100,370	104,504	108,576	112,940	117,450	122,148	127,013	134,655
20	MO	8,364	8,709	9,048	9,412	9,788	10,179	10,584	11,221
20	HR	48.07	50.05	52.00	54.09	56.25	58.50	60.83	64.49

JOB CODE	JOB TITLE	GRID	COMP	MINIMUM ANNUAL	MAXIMUM ANNUAL
001743	NR Spec 2 CO	1C	08H	79,469	106,572
003660	NR Spec 3 CO Community Liaison	1C	11H	84,209	113,044
003878	NR Spec 3 CO Pilot	1C	11H	84,209	113,044
003185	NR Spec 3 Co Reg Training Offr	1C	11H	84,209	113,044
003184	NR Spec 3 CO Spec Investigator	1C	13H	87,571	117,450
003193	NR Spec 3 CO Water Res Spec	1C	11H	84,209	113,044
001868	NR Spec 4 Co Pilot	1C	14H	89,241	119,747
003190	NR Spec 3 CO Marine Unit Officer	1C	11H	84,209	113,044
007991	State Patrol Trooper	1C	08H	79,469	106,572

APPENDIX E-3

Compensation Grid 1C
Unit 201 Law Enforcement Association

Ranges 03 – 20
Effective 6/18/2025 -- 6/30/2025

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.
03	YR	71,952	74,959	77,841	80,889	84,209	87,571	91,162	98,512
03	MO	5,996	6,247	6,487	6,741	7,017	7,298	7,597	8,209
03	HR	34.46	35.90	37.28	38.74	40.33	41.94	43.66	47.18
04	YR	73,518	76,296	79,469	82,685	85,817	89,241	92,895	100,537
04	MO	6,127	6,358	6,622	6,890	7,151	7,437	7,741	8,378
04	HR	35.21	36.54	38.06	39.60	41.10	42.74	44.49	48.15
05	YR	74,959	77,841	80,889	84,209	87,571	91,162	94,670	102,458
05	MO	6,247	6,487	6,741	7,017	7,298	7,597	7,889	8,538
05	HR	35.90	37.28	38.74	40.33	41.94	43.66	45.34	49.07
06	YR	76,296	79,469	82,685	85,817	89,241	92,895	96,633	104,421
06	MO	6,358	6,622	6,890	7,151	7,437	7,741	8,053	8,702
06	HR	36.54	38.06	39.60	41.10	42.74	44.49	46.28	50.01
07	YR	77,841	80,889	84,209	87,571	91,162	94,670	98,491	106,655
07	MO	6,487	6,741	7,017	7,298	7,597	7,889	8,208	8,888
07	HR	37.28	38.74	40.33	41.94	43.66	45.34	47.17	51.08
08	YR	79,469	82,685	85,817	89,241	92,895	96,633	100,370	108,701
08	MO	6,622	6,890	7,151	7,437	7,741	8,053	8,364	9,058
08	HR	38.06	39.60	41.10	42.74	44.49	46.28	48.07	52.06
09	YR	80,889	84,209	87,571	91,162	94,670	98,491	102,500	110,810
09	MO	6,741	7,017	7,298	7,597	7,889	8,208	8,542	9,234
09	HR	38.74	40.33	41.94	43.66	45.34	47.17	49.09	53.07
10	YR	82,685	85,817	89,241	92,895	96,633	100,370	104,504	112,961
10	MO	6,890	7,151	7,437	7,741	8,053	8,364	8,709	9,413
10	HR	39.60	41.10	42.74	44.49	46.28	48.07	50.05	54.10
11	YR	84,209	87,571	91,162	94,670	98,491	102,500	106,509	115,299
11	MO	7,017	7,298	7,597	7,889	8,208	8,542	8,876	9,608
11	HR	40.33	41.94	43.66	45.34	47.17	49.09	51.01	55.22
12	YR	85,817	89,241	92,895	96,633	100,370	104,504	108,576	117,471
12	MO	7,151	7,437	7,741	8,053	8,364	8,709	9,048	9,789
12	HR	41.10	42.74	44.49	46.28	48.07	50.05	52.00	56.26
13	YR	87,571	91,162	94,670	98,491	102,500	106,509	110,810	119,809
13	MO	7,298	7,597	7,889	8,208	8,542	8,876	9,234	9,984
13	HR	41.94	43.66	45.34	47.17	49.09	51.01	53.07	57.38
14	YR	89,241	92,895	96,633	100,370	104,504	108,576	112,940	122,148
14	MO	7,437	7,741	8,053	8,364	8,709	9,048	9,412	10,179
14	HR	42.74	44.49	46.28	48.07	50.05	52.00	54.09	58.50

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Compensation Grid 1C
Unit 201 Law Enforcement Association

Ranges 03 – 20

Effective 6/18/2025 – 6/30/2025

Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
			After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	After 1 Add'l Yr.	<u>After 1 Add'l Yr.</u>
15	YR	91,162	94,670	98,491	102,500	106,509	110,810	115,174	124,549
15	MO	7,597	7,889	8,208	8,542	8,876	9,234	9,598	10,379
15	HR	43.66	45.34	47.17	49.09	51.01	53.07	55.16	59.65
16	YR	92,895	96,633	100,370	104,504	108,576	112,940	117,450	126,971
16	MO	7,741	8,053	8,364	8,709	9,048	9,412	9,788	10,581
16	HR	44.49	46.28	48.07	50.05	52.00	54.09	56.25	60.81
17	YR	94,670	98,491	102,500	106,509	110,810	115,174	119,768	129,498
17	MO	7,889	8,208	8,542	8,876	9,234	9,598	9,981	10,791
17	HR	45.34	47.17	49.09	51.01	53.07	55.16	57.36	62.02
18	YR	96,633	100,370	104,504	108,576	112,940	117,450	122,148	132,066
18	MO	8,053	8,364	8,709	9,048	9,412	9,788	10,179	11,006
18	HR	46.28	48.07	50.05	52.00	54.09	56.25	58.50	63.25
19	YR	98,491	102,500	106,509	110,810	115,174	119,768	124,570	134,655
19	MO	8,208	8,542	8,876	9,234	9,598	9,981	10,381	11,221
19	HR	47.17	49.09	51.01	53.07	55.16	57.36	59.66	64.49
20	YR	100,370	104,504	108,576	112,940	117,450	122,148	127,013	137,349
20	MO	8,364	8,709	9,048	9,412	9,788	10,179	10,584	11,446
200	HR	48.07	50.05	52.00	54.09	56.25	58.50	60.83	65.78

JOB CODE	JOB TITLE	GRID	COMP	MINIMUM ANNUAL	MAXIMUM ANNUAL
001743	NR Spec 2 CO	1C	08H	79,469	108,701
003660	NR Spec 3 CO Community Liaison	1C	11H	84,209	115,299
003878	NR Spec 3 CO Pilot	1C	11H	84,209	115,299
003185	NR Spec 3 Co Reg Training Offr	1C	11H	84,209	115,299
003184	NR Spec 3 CO Spec Investigator	1C	13H	87,571	119,809
003193	NR Spec 3 CO Water Res Spec	1C	11H	84,209	115,299
001868	NR Spec 4 Co Pilot	1C	14H	89,241	122,148
003190	NR Spec 3 CO Marine Unit Officer	1C	11H	84,209	115,299
007991	State Patrol Trooper	1C	08H	79,469	108,701

1 APPENDIX F



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

3 August 17, 1989

4 Brian Rice
5 Attorney at Law
6 Best and Flanagan
7 3500 I.D.S. Center
8 Minneapolis, MN 55402

9 Dear Mr. Rice:

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

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

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

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

22 **156 straight time hours** and **156 overtime hours** are the outside maximum hours that could be
23 worked each year, based on 26 work periods.

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

Hours	
Straight	O.T
154	156
-6	-4
<u>148</u>	<u>152</u>

2nd work period - 90 hours are recorded. 6 hours are subtracted from the straight time bank (154 minus 6) which leaves 148 hours in the straight time bank.

Hours in excess of 86 are deducted from the overtime bank. (156 minus the 4 hours in excess of 86) or 152 hours left in the overtime bank.

1

Hours	
Straight	O.T
148	152
-6	-12
<u>142</u>	<u>140</u>

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

- 2
- 3 This capsulizes the overtime availability and field operations situations that have been addressed
- 4 through bargaining.
- 5 Thanks for your cooperation.
- 6 Sincerely,
- 7 
- 8 Steven G. Thorne
- 9 Deputy Commissioner

APPENDIX G - DRUG AND ALCOHOL TESTING POLICY

1. INTRODUCTION

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

2. DEFINITIONS

- A. **"Confirmatory Testing"** and **"Confirmatory Retest"** mean a drug or alcohol test that uses a method of analysis approved by the Commissioner of Health as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
- B. **"Drug"** means a controlled substance as defined in Minnesota Statutes 152.01, subd. 4.
- C. **"Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test,"** mean analysis of a body component sample approved by the Commissioner of Health, including blood and urine, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- D. **"Initial Screening Test"** means a drug or alcohol test which uses a method of analysis approved by the Commissioner of Health as being capable of providing data as to general classes or drugs, alcohol, or their metabolites.
- E. **"Positive Test Result"** means a finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold deduction levels set by the Commissioner of Health; until threshold detection levels are set by the Commissioner of Health, the presence of alcohol, drugs or metabolite at or above the following levels shall be considered to be a positive test result:

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

<u>Substance</u>	<u>Initial Screening</u>	<u>Confirmatory</u>
------------------	--------------------------	---------------------

"Ng/ml" means
nanograms per milliliter

- 1
- 2 F. "**Under the Influence**" for the purpose of testing, means having the presence of a drug or
3 alcohol at or above the level of a positive test result.
- 4 G. "**Probable Cause**" means first hand observations or reliable information based on specific
5 facts and rational inferences drawn from those observations and information.
- 6 H. "**Valid Medical Reason**" means, 1) a written prescription, or an oral prescription reduced
7 to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the
8 employee as the person for whose use it is intended; and, 2) the drug was prescribed,
9 administered, and dispensed in the course of professional practice by or under the
10 direction and supervision of a licensed doctor, as described in Minnesota Statutes 152.12;
11 and, 3) the drug was used in accord with the terms of the prescription. Use of any over the
12 counter medication in accord with the terms of the product's directions for use shall also
13 constitute a valid medical reason.

14 **3. PERSONS SUBJECT TO TESTING**

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

19 **4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING**

20 A. **Probable Cause Testing.**

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

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

30 **5. REFUSAL TO UNDERGO TESTING**

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

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

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

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

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

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

6. PROCEDURE FOR TESTING

- A. **Notification form:** Before requesting an employee to undergo drug or alcohol testing, the Appointing Authority shall provide the individual with a form on which to 1) acknowledge that the individual has seen a copy of the Appointing Authority's drug and alcohol testing policy, and 2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently (within the last month) taken, and any other information relevant to the reliability of, or explanation for, a positive test result, and 3) indicate consent to undergo the drug and alcohol testing. This shall be done on the Drug and Alcohol Screen Exam Consent Form. Upon request and whenever practicable, the employee is entitled to an Association Representative at the point the Appointing Authority requests or requires the employee to be tested.
- B. **Test Sample:** The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent of practicable, consistent with preventing tampering with the sample, and shall conform with applicable rules of the Commissioner of Health. All test samples shall be obtained by or under the direct supervision of a health care professional from a medical facility of the Appointing Authority's selection. However, such facility cannot be a state owned or operated medical facility.
- C. **Identification of Samples:** Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be immediately labeled with the subject's social security number, be initialed by the subject, and be signed and dated by the person witnessing the sample.
- D. **Chain of Custody:** The Appointing Authority shall maintain a written record of the chain of custody of the sample and ensure proper handling thereof, and comply with the rules adopted by the Commissioner of Health pertaining to chain of custody; until the rules are adopted by the Commissioner, the written record shall include a signature of each person accepting transfer of the sample, the date and time of the transfer, and a notation about the condition of the seal at the time of the transfer.
- E. **Laboratory:** All drug or alcohol testing shall use the services of a testing laboratory licensed by the Commissioner of Health or qualifying under the transitional laboratory requirements set forth in Minnesota Statutes; however no test shall be conducted by a testing laboratory owned and operated by the state.
- F. **Methods of Analysis:** The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol test results including standards for initial screening tests and confirmatory tests. The method of analysis shall use immuno-chemical technology or chromatography for initial screening tests, and confirmation must be gas chromatography/mass spectrometry, except that where gas chromatography/mass

1 spectrometry is not the scientifically accepted method of choice, the test must be
2 confirmed by a method using some form of chromatography.

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

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

11 **7. RIGHTS OF EMPLOYEES**

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

- 15 a. A negative test result on an initial screening test or of a negative or positive test result
16 on a confirmatory test
- 17 b. The right to request and receive from the Appointing Authority a copy of the test result
18 report
- 19 c. The right to request in writing within five (5) working days after notice of a positive test
20 result a confirmatory retest of the original sample at the employee's expense at the
21 original testing laboratory or another licensed testing laboratory of the employee's
22 choice. If the confirmatory retest does not confirm the original positive test result, no
23 adverse personnel action based on the original confirmatory test may be taken against
24 the employee
- 25 d. The right to submit information to the Appointing Authority within three working days
26 after notice of a positive test result to explain that result
- 27 e. The right of an employee, for whom a positive test result on a confirmatory test was
28 the first such result on a drug or alcohol test required by the Appointing Authority, not
29 to be discharged unless the following condition has been met:

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

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

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

- 1 f. The right to not be discharged, disciplined, discriminated against, or requested or
2 required to undergo rehabilitation on the basis of a positive test result from an initial
3 screening test that has not been verified by a confirmatory test
- 4 g. The right to not be discharged, disciplined, discriminated against, or required to be
5 rehabilitated on the basis of medical history information revealed to the Appointing
6 Authority concerning the reliability of, or explanation for, a positive test result unless
7 the employee was under an affirmative duty to provide the information before, upon
8 or after hire
- 9 h. The right to access to information in the subject's personnel file relating to positive test
10 result reports and other information acquired in the drug and alcohol testing process,
11 and conclusions drawn from and actions taken based on the reports on acquired
12 information
- 13 i. The right of an employee who has made a timely request for a confirmatory retest to
14 suffer no adverse personnel action if the confirmatory retest does not confirm the
15 result of the original confirmatory test, using the same drug or alcohol threshold
16 detection levels as used in the original confirmatory test

17 **8. ACTION AFTER TEST**

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

- 23 a. The employee will be referred for an evaluation by a certified chemical use counselor
24 or a physician trained in the diagnosis and treatment of chemical dependency. If that
25 evaluation determines that the Appointing Authority has a chemical dependency or
26 abuse problem, the employer will give the employee an opportunity to participate in, at
27 the employee's expense, or pursuant to coverage under an employee benefit plan,
28 either a drug or alcohol counseling or rehabilitation program, whichever is more
29 appropriate, as determined by the certified chemical use counselor or a physician
30 trained in the diagnosis and treatment of chemical dependency. If the employee either
31 refuses to participate in the counseling or rehabilitation program, or fails to successfully
32 complete the program, as evidenced by withdrawal from the program before its
33 completion, or by a positive test result on a confirmatory test after completion of the
34 program, the employer may discharge the employee.
- 35 b. Nothing in this policy limits the right of the Appointing Authority to discipline or
36 discharge an employee on grounds other than a positive test result in a confirmatory
37 test.

38 **9. DATA PRIVACY**

39 The purpose of collecting a body component sample of blood, breath or urine is to test that
40 sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will
41 not be tested for any other purpose. The name, initials, and social security number of the
42 person providing the sample are requested so that the sample can be identified accurately but
43 confidentially. Information about medications and other information relevant to the reliability
44 of, or explanation for, a positive test result is requested to ensure that the test is reliable and

1 to determine whether there is a valid medical reason for any drug or alcohol in the sample. All
2 data collected, including that in the notification form and the test report, is intended for use in
3 determining the suitability of the employee for employment. The Appointing Authority may
4 refuse to supply the requested data; however, refusal to supply the requested data may affect
5 the person's employment status. The employer will not disclose the test result reports and
6 other information acquired in the drug or alcohol testing process to another employer or to a
7 third party individual, government agency, or private organization without the written consent
8 of the person tested, unless permitted by law or court order. All data on the request for a test,
9 the testing, the test results shall be kept separate from the regular personnel files, in locked
10 file cabinets, accessible only by those supervisors, manager, or confidential employees directly
11 involved in the case.

12 **10. APPEAL PROCEDURES**

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

15 **11. DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM**

16 Employee Name _____ Social Security No._____

17 Date of Birth _____ Date _____ Time _____ am/pm

18 Name of Supervisor/Agent Requesting Exam _____

19 Name of Appointing Authority or Designee Authorizing Testing _____

20 **Medical Consent:**

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

25 **Authorization to Release Information:**

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

28 **Acknowledgment:**

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

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

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

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

37 _____
38 _____
39 _____

1 _____
2 Employee's Signature
3 Dated: _____

Witnessed By:
Dated: _____

1 **APPENDIX H – INTERPRETATION AND APPLICATION OF CHANGE OF**
2 **SHIFT COMPENSATION FOR TROOPERS LETTER**

3 The parties have developed the following examples to assist in interpreting and applying the
4 provisions of Article 24, Section 3.H.:

5
6 **Example 1:**
7 Scheduled Shift: 0600-1600 (10 hours)
8 Changed Shift: 1200-2200 (10 hours)
9 Hours Worked: 1200-2200 (10 hours)
10 STE: 4 REG (1200-1600), 6 OTR (1600-2200)

11
12 **Example 2:**
13 Scheduled Shift: 0600-1600 (10 hours)
14 Changed Shift: 1200-2200 (10 hours)
15 Hours Worked: 1200-2400 (12 hours)
16 STE: 4 REG (1200-1600), 8 OTR (1600-2400)

17
18 **Example 3:**
19 Scheduled Shift: 1600-0200 (10 hours)
20 Changed Shift: 0800-1800 (10 hours)
21 Hours Worked: 0800-1800 (10 hours)
22 STE: 8 OTR (0800-1600), 2 REG (1600-1800)

23
24 **Example 4:**
25 Scheduled Shift: 1600-0200 (10 hours)
26 Changed Shift: 0800-1800 (10 hours)
27 Hours Worked: 0800-2000 (12 hours)
28 STE: 8 OTR (0800-1600), 2 REG (1600-1800), 2 C15 (1800-2000)

29
30 **Example 5:**
31 Scheduled Shift: 1400-2400 (10 hours)
32 Changed Shift: 1200-2200 (10 hours)
33 Hours Worked: 1200-0200 (14 hours)
34 STE: 2 OTR (1200-1400), 8 REG (1400-2200), 2 C15 (2200-2400), 2 OTR (2400-0200)

35
36 **Example 6:**
37 Scheduled Shift: 0600-1600 (10 hours)
38 Hours Worked: 0600-2000 (14 hours)
39 STE: 10 REG, 4 C15 (No change of original shift)

40 April 22, 2022

41
42 Jim Michels
43 Michels Law Firm PLLC
44 18920 – 26th Avenue North
45 Minneapolis, MN 55447
46 -

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1 Dear Mr. Michels,

2 -
3 During the 2021-2023 round of negotiations between the State of Minnesota and the Minnesota Law
4 Enforcement Association, the parties discussed several topics, including performance and accountability
5 measures and early retirement incentives.

6
7 The parties agreed to meet and confer during the period of the 2021-2023 Labor Agreement to discuss
8 measures for addressing employees with performance deficiencies and the State's concern with granting
9 progression increases in situations where the employee has identified performance deficiencies.-

10
11 The parties also agreed to meet and confer during the period of the 2021-2023 Labor Agreement to discuss
12 early retirement incentives. MLEA has requested further conversation regarding 1) opting out and
13 returning to coverage for eligible retirees who have coverage from a spouse and 2) addressing the "death
14 penalty" when an eligible employee with family coverage dies before age 65.

15
16 Unless the parties enter into a signed written agreement modifying the labor agreement, they will continue
17 to be bound by the same with regard to such issues.-

18
19 -
20
21 Sincerely,

22
23 
24
25

26
27 Elizabeth Blomberg
28 Labor Relations Consultant
29 Minnesota Management & Budget

30
31 CC: Kristin Batson
32 Jennifer Claseman

1 **APPENDIX I - LETTER OF AGREEMENT**

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

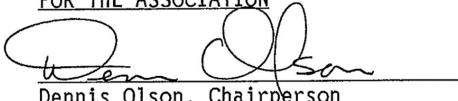
9 The parties agree to undertake a comprehensive study of the differences between the wages and
10 wage equivalents of Association members and police officers in Stanton Group V Communities and
11 the University of Minnesota (the "comparison groups").

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

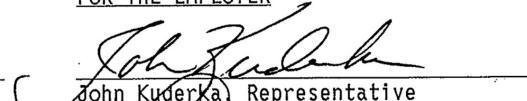
16 The parties agree to consider the elements of compensation, including but not limited to
17 severance pay, base wages, insurance, holidays, vacation days, sick leave days, clothing
18 allowances, longevity, step progression, and deferred compensation, in making the comparisons
19 and quantifying the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

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

FOR THE ASSOCIATION


Dennis Olson, Chairperson
MN Law Enforcement Association

FOR THE EMPLOYER


John Kuderka, Representative
Department of Employee Relations


Paul Larson, Representative
Department of Employee Relations

Dated this 21st of January, 1994.

1 **APPENDIX J - LETTER OF AGREEMENT**

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

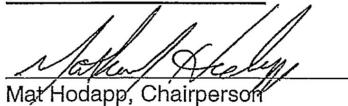
9 During the 2005-2007 round of bargaining, the parties agreed to undertake a comprehensive study
10 of the differences between the wages and wage equivalents of Association members and police
11 officers in the Stanton V Communities and the University of Minnesota (the "Comparison
12 Groups"), the parties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

14 The parties agreed to make a good faith effort to evaluate and quantify the total compensation
15 differences between the Association members and the comparison groups. As indicated in
16 Appendix J, the parties recognized the arbitration decisions between them (BMS Case No. 85-PN-
17 813, 88-PN-21, 92-PN-111, and incorporated 04-PN-145 as a result from the 2003-2005 bargaining
18 session.

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

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

FOR THE ASSOCIATION

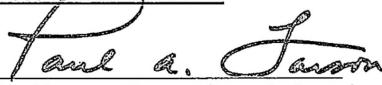


Mat Hodapp, Chairperson
MN Law Enforcement Association

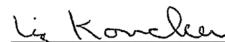


Jim Michels, Attorney
MN Law Enforcement Association

FOR THE EMPLOYER



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



Liz Koncker, Acting Compensation Manager
Department of Employee Relations

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



4 April 22, 2009

5 Mr. Mat Hodapp, President
6 Minnesota Law Enforcement Association
7 506 Ironwood Avenue NE
8 New Prague, MN 56071

9 Dear Mat:

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

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

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

26 Sincerely,

27
A handwritten signature in black ink that reads "Paul A. Larson".

28 Paul A. Larson
29 Assistant Commissioner
30 Labor Relations Division
31 (651) 259-3770

1 **APPENDIX L – STATEWIDE FMLA POLICY AND PROCEDURE**

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

- 4 • https://mn.gov/mmb/assets/1409-fmlapolconsolidatedpdf_tcm1059-321994.pdf;
5 • https://mn.gov/mmb/assets/1409P--FMLA_tcm1059-233699.pdf;
6 • https://mn.gov/mmb/assets/2014-6fmlaguidance_tcm1059-125163.pdf

7 The Statewide FMLA Policy, Procedure, and General Memo are subject to change by the Employer
8 and are not grievable or arbitrable under this Collective Bargaining Agreement.

1 APPENDIX M—EXPANSION OF SICK LEAVE BENEFITS



4 DATE: August 15, 2014

5 TO: State Supervisors
6 Human Resource Directors/Designees
7 Labor Relations Directors/Designees
8 FROM: Marcy Cordes, Assistant Commissioner/State Negotiator
Labor Relations Division

Marcy Cordes

9 RE: Further Expansion of Sick Leave Benefits

10 On August 1, 2013, the Minnesota legislature passed a law which expanded employees' entitlement to use
11 accrued sick leave benefits, allowing them to use paid sick leave for reasonable periods of time as the
12 employee's attendance may be necessary due to the illness or injury of the following family members:

- 13 • Adult children
14 • Spouse
15 • Brother or Sister
16 • Parent
17 • Stepparent
18 • Grandparent

19 The legislature has since passed further legislation effective August 1, 2014 which now allows employees to
20 use sick leave as the employee's attendance may be necessary due to illness or injury of the following
21 family members in addition to those named above:

- 22 • Grandchild
23 • Father in law
24 • Mother in law

25 In addition, the expanded law also allows employees to use sick leave for the purposes of obtaining
26 assistance or providing assistance to a relative as named above because of sexual assault, domestic abuse
27 or stalking.

28 As before, this expanded use of sick leave does not require that the persons being cared for live in the
29 employee's household. The employer may limit the use of personal sick leave for the reasons listed above
30 to a cap of 160 hours in any 12-month period.

31 You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable
contract/Plan.

33 If you have any questions, please contact your Labor Relations representative.

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