
STATE OF MINNESOTA

**BOARD OF
PUBLIC DEFENSE**

PERSONNEL MANUAL

July 1, 1997 - June 30, 1999

Revised

**State of Minnesota
Board of Public Defense
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GENERAL OFFICE POLICIES

BOARD OF PUBLIC DEFENSE

INTRODUCTION

This Personnel Manual governs all the full-time and part-time state employees under the jurisdiction of the Board of Public Defense, including those appointed by the State Public Defender, by the Chief Administrator of the Board and all those appointed by the Chief District Public Defenders in the Judicial Districts. This Personnel Manual does not apply to Chief District Public Defenders and their employees in the 2nd and 4th Judicial Districts (Ramsey and Hennepin Counties), except for those hired after January 1, 1999, who are state employees. The policy on Sexual Harassment applies to all Judicial Districts in the State, including the 2nd and the 4th.

The policies in this manual are meant to be a working guide to the reasonable resolution of any problems that might arise in the offices noted. These policies are always open to discussion and change and will evolve along with the offices to which they apply.

The Personnel Manual has been adopted by the State Board of Public Defense. This Manual will be reviewed and evaluated every two years in order to determine whether changes are appropriate.

THE PERSONNEL FILE

It is the policy of the Board of Public Defense that there be a personnel file for each employee covered by the personnel manual, and that each file be formatted and contain the information required.

Personnel files shall be kept in a suitable manilla folder of standard legal size. The name of the employee shall be permanently affixed to the tab or the outside of this folder. A docket sheet for the personnel file will contain entries reflecting the dates and nature of any personnel action concerning the employee, including hiring, evaluations, promotions and changes in salary or position. This docket sheet will also contain the name, address and telephone number of the employee.

All evaluation forms for the employee shall be maintained in the personnel file and secured to the left hand side of the file folder beneath the docket sheet in reverse chronological order so that the most recent evaluation will be the one directly beneath the docket sheet.

All other data concerning the employee, including a job application, if any, resume, writing sample, if appropriate, State of Minnesota Personnel/Payroll System Employee Action Forms or any other information required by the State Public Defender shall be affixed to the right hand side of the file.

The following will also be collected and maintained in each employee's personnel file or on the State's personnel payroll system:

- A copy of that employee's Employment Application Form. The original of the Employment Application Form is retained by the office accountant. This document contains the following information:
 1. Name
 2. Address, including county
 3. Telephone number
 4. Date of employment
 5. Rate of pay
 6. Sex
 7. Marital status
 8. EEOC group

-
9. Job title/position number/job classification
 10. Social Security number (employee identification number)
 11. Tax and warrant distribution data (Withholding status and withholding certificate)
 12. Is employee ___ new hire; ___ temporary; ___ hourly; ___ rehire; ___ full-time; ___ permanent; ___ part-time.

Each personnel file or the State's personnel payroll system shall also contain the following concerning the employee:

- Health and life insurance forms
- Dental insurance forms
- Other optional benefits forms, e.g., dependent care expense account

An employee may have access to his or her personnel file during working hours, by requesting it from the person in his or her office who is responsible for maintaining the file.

An employee has the right to access personnel data and to authorize release of such data to representatives, provided that the information is specific to the individual making the request and has not been designated as confidential or protected non-public. Personnel data on employees are maintained by the Administrative Services Office and/or the Chief Public Defender or State Public Defender's Office. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee on request and in accord with agency procedures. Questions about the contents of these files should be directed to the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of these data. To exercise this right, the employee must notify the responsible authority in writing describing the nature of the disagreement. Within 30 days, the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. Employees do not have a unilateral right to decide what material should be placed in their personnel files, only to contest whether information placed there by the responsible authority is complete and accurate.

EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION POLICY

This Equal Employment Opportunity and Affirmative Action Policy Statement and Plan is on file in each appointing authority's office and is provided to each employee by inclusion in the Personnel Manual. The intent of the plan and the policy it implements is to prohibit job discrimination and insure affirmative action.

STATEMENT OF POLICY

Equal Employment Opportunity. It is the policy of the State Board of Public Defense to provide for equal employment opportunity consistent with Chapter 363 of the Minnesota Statutes, by ensuring that all personnel actions be based on the ability to perform the duties and responsibilities assigned to the position without regard to age, race, creed or religion, color, disability, sex, sexual orientation, national origin, marital status, status with regard to public assistance, or political affiliation.¹

Equal Opportunity for Contractors and Vendors. It is the policy of the State Board of Public Defense that equal opportunity be provided to contractors, subcontractors and vendors without regard to age, race, creed or religion, color, disability, sex, sexual orientation, national origin, marital status, status with regard to public assistance, or political affiliation.

Affirmative Action. It is the policy of the State Board of Public Defense to take affirmative action to eliminate the under-utilization of qualified members of protected groups in employment where such action is not in conflict with applicable law in order to correct imbalances and eliminate the present effects of past discrimination.² This policy shall be implemented through an appropriate Affirmative Action Plan.

ENFORCEMENT OF POLICY

The State Public Defender is responsible for ensuring that offices comply with the equal employment opportunity and affirmative action policies of the Board of Public Defense. The Government Relations Manager will assist the State Public Defender in implementing and ensuring compliance with the policy. The Chief District Public Defender is the Affirmative Action Officer for his or her district. The Deputy State Public Defender is the Affirmative Action Officer for the Office of the State Public Defender.

¹ *Based upon Minn. Stat. § 43A.01, subd. 2 (1997).*

² *Id.*

COMPLAINTS ABOUT POLICY VIOLATIONS

If any employee or applicant for employment believes that he or she has been discriminated against or harassed based upon their membership in any of the classes protected by this policy, they may contact their office's Affirmative Action Officer or alternate Affirmative Action Officer. They may also contact the Chief Administrator (612-349-2565), or the State Public Defender (612-627-6980).

The Alternate Affirmative Action Officer for the Administrative Services Office and the State Public Defender's office is the Office Manager of the office in which he or she is employed. Each Chief District Public Defender shall designate an alternate Affirmative Action Officer for his or her District.

PROCEDURE FOR DEALING WITH COMPLAINTS

The State Public Defender, the Chief District Public Defender, the Affirmative Action Officer or the Alternate Affirmative Action Officer shall inform the Chief Administrator of the Board of Public Defense of any complaint of discrimination or harassment based on membership in a protected class within 48 hours of receiving it. The Board of Public Defense, through its membership or by direction to any of the individuals noted above, shall take the following steps to resolve the complaint:

- make investigation of the complaint a priority task;
- immediately review the complaint with the complaining person;
- thoroughly investigate the complaint;
- take appropriate action to resolve the complaint, including any necessary disciplinary action.

DISSEMINATION OF PLAN

Internal Dissemination. The Affirmative Action Plan will be disseminated internally by the following procedure:

- It will be included in each copy of the Personnel Manual, which will be posted on the public defender Web site.
- The Chief Administrator of the Board, the State Public Defender, the Chief District Public Defenders and the Deputy State Public Defender shall meet periodically to discuss this policy and plan to insure that its intent continues to be carried out.
- The Affirmative Action Officer will make himself or herself available to explain the policy and plan to any employee who wishes additional information. The Affirmative Action Officer shall take any additional steps he or she deems necessary to insure that employees can avail themselves of its benefits.

External Dissemination. The Affirmative Action Plan will be disseminated to outside sources utilizing the following procedures:

- Inform all recruiting sources which the offices may use, such as law school and community college placement offices, of the Affirmative Action Plan, stipulating that these sources actively recruit and refer minorities and women to the office for all positions listed.
- Where applicable, incorporate the equal opportunity clause in all purchase orders, leases, contracts, etc.
- Notify minority and women's organizations, community agencies, community leaders, law schools and community colleges of the office's policy.
- Communicate to prospective employees the existence of the Equal Employment Opportunity and Affirmative Action Policy and make available such elements of the Plan that will enable the prospective employees to know and avail themselves of its benefits.

RESPONSIBILITY FOR IMPLEMENTATION

The Affirmative Action Officer's responsibilities include, but are not limited to, providing policy direction, procedural guidelines, advice and services. Additionally, he or she will ensure that the development and implementation of policies are consistent with the principles of equal employment opportunity and affirmative action in compliance with Board of Public Defense policy. The Affirmative Action Officer will:

- Develop the affirmative action plan, and internal and external communication techniques to implement that plan. He or she will inform the State Public Defender or Chief District Public Defender of changes as they occur.
- Assist in identification of problem areas.
- Monitor the office's compliance with the policy and initiate changes required.
- Act as liaison between the office and enforcement agencies if needed.
- Review qualifications of all employees to ensure that minorities and women are given full opportunities for transfers and promotions.
- Conduct periodic audits to verify that posters are properly displayed and that all employees are encouraged to participate in all office sponsored educational, training, recreational and social activities.
- Take action to prevent harassment of employees placed through affirmative action efforts.

DEVELOPMENT AND EXECUTION OF PROGRAMS

To date, all position descriptions have been reviewed to ensure that they accurately reflect duties performed. They contain no requirements which discriminate either overtly or covertly against anyone. Position descriptions are made available to all recruiting sources.

RECRUITING METHODS AND ACTIVITY

In recruiting activities the offices will:

- Continue to encourage employees within protected groups to refer applicants.
- Make a special effort to include members of protected groups in personnel relations positions.
- Make an exhaustive attempt to seek members of protected groups when recruiting.
- Place help-wanted advertising in publications of special interest to members of protected groups.

SUPPORT OF ACTION PROGRAMS

The Board of Public Defense shall continue its active involvement in community relations and community programs to the extent possible.

DEVELOPMENT AND EXECUTION OF PROGRAMS

The State Public Defender, or his or her designee shall:

- Conduct detailed analyses of new position descriptions that are developed in order to ensure that they accurately reflect position functions and comply with this policy.
- Evaluate present job descriptions with special attention to criteria that may inadvertently be discriminatory, and review specifications for each job title to ensure that they are free from bias with regard to age, race, creed or religion, color, disability, sex, national origin, marital status, status with regard to public assistance, or political affiliation.
- Make available to all employees job descriptions including new or amended position descriptions.
- Continue to monitor and evaluate the total selection process to ensure freedom from bias, and thus aid the attainment of the policy objectives. All personnel involved in the recruiting, screening, selecting, promoting, disciplining and related processes shall be

required to ensure that their actions reflect the policy of the Board. Selection procedures shall be reviewed periodically to ensure that they do not unlawfully exclude protected classes.

- Fully utilize recruiting sources for protected classes.
- Continue to post or otherwise announce promotional or new opportunities to ensure that employees in protected classes are given equal opportunities. Additionally, the State Public Defender, or his or her designee, should review and consider implementing the following:
 - (1) Appoint employees to serve on community relations committees and boards, and similar organizations.
 - (2) Publicize achievements of protected class employees in local and special interest news media.
 - (3) Support programs developed by such organizations as the Urban League and other comparable organizations concerned with employment opportunities for members of protected classes.

POLICY ON SEXUAL HARASSMENT

It is the policy of the Board of Public Defense that sexual harassment will not be tolerated in any form. It is the policy of the Board that each employee have a work environment free of sexual harassment, that they have information readily available concerning their right to be free from such harassment, and that they have a readily accessible procedure available to complain about a violation of this right. It is also the policy of the Board that any employee who has been subject to sexual harassment be able to report the conduct at issue in a supportive, open minded, and non-judgmental context without fear or concern that reporting will have a negative effect on his or her employment, job assignments, merit raises, or any other aspect of his or her work life.

SEXUAL HARASSMENT DEFINED

Sexual harassment can be a wide variety of actions, from blatant and unmistakable conduct to subtle acts. The Minnesota Human Rights Act, in Minnesota Statutes §363.01, subdivision 10a (1997), defines sexual harassment as follows (non-employment related material has been deleted):

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

- submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile, or offensive environment.

Some types of conduct are so blatant, such as aggressive physical action or demands for sexual intercourse, there can be little doubt they constitute sexual harassment. But other types of less overt conduct can also be sexual harassment, including the following:

- staring at, commenting upon, or touching a co-employee's body
- requests for sexual favors
- repeated and non-reciprocated propositions for dates
- teasing
- gestures

- posture
- asking for personal information.

In sum, behavior that is sexual harassment generally includes the following elements: It is unwelcome and unsolicited, it is of a sexual nature, it is deliberate or repeated, it is verbal or physical.

Any conduct of this nature that makes an employee uncomfortable should be considered within the context of the definition of sexual harassment contained in this policy. It should be kept in mind that sexual harassment is a description of the victim's feelings about the coercion involved in unsolicited and non-reciprocated sexual behavior. Sexual harassment is an act of aggression and will not be tolerated.

REPORTING SEXUAL HARASSMENT

Any employee who feels he or she is being or has been subjected to sexual harassment in violation of this policy should report the conduct to the Appointing Authority (District Chief Public Defender; Administrative Services Office Chief Administrator; or Deputy State Public Defender).

In the event that the employee is unable to report the conduct to the Appointing Authority, the employee is encouraged to report the conduct to the Chief Administrator of the Board of Public Defense or to the Deputy State Public Defender.

If sexual harassment reoccurs following action to resolve the complaint, the employee is encouraged to report the conduct again.

PROCEDURE FOR DEALING WITH SEXUAL HARASSMENT

Employee. The employee is encouraged to report sexual harassment as discussed above. The employee is also encouraged to do the following:

- inform the harasser that the conduct is unwelcome;
- ask someone to witness your statement to the harasser;
- document the harassment by making written notes of what occurred, when it occurred and where it occurred, and any witnesses to the occurrence;
- clearly identify the conduct that constitutes the harassment;
- work toward resolving the complaint.

Person against whom harassment complaint is made. The person against whom a complaint is made is encouraged to take the following steps to resolve the complaint:

- do not treat the complainant differently from other employees;
- document the incident or conduct at issue by making written notes concerning it, listing witnesses;
- be informative and candid with those investigating the complaint;
- work toward resolving the complaint;

Appointing Authority or other person receiving complaint. The person receiving a complaint as above indicated should do the following:

- Inform the complainant that the matter will be referred for investigation pursuant to this policy and refer the complainant to the policy.
- Take any necessary steps to ensure that no immediate threat exists to the orderly functioning of the office and the provision of services.
- Inform the person against whom the complaint was made that a complaint has been made against them and that it will be referred for investigation pursuant to this policy and refer the person to the policy.
- Notify the Board of Public Defense, through the Chief Administrator, within 48 hours of receiving a complaint of sexual harassment. The notice shall briefly summarize the nature of the complaint and identify the complainant and the person against whom the complaint is made.
- No further investigation shall be conducted by the Appointing Authority unless authorized by the Chief Administrator.

Persons Investigating the Complaint. The persons investigating the complaint shall:

- Make investigation of the complaint a priority task;
- Promptly review the complaint with the complaining party;
- Thoroughly investigate the complaint;
- Notify the Appointing Authority of the office or district where the complaint arose of the results of the investigation. This may include non-binding recommendations for resolution of the complaint and any other suggested action;
- Conduct appropriate post-resolution follow-up.

Sexual Harassment by Non-employees.

Public defender employees may become victims of sexual harassment in their work environment through the behavior of persons who are not subject to the administrative authority of the Board of Public Defense or its appointees. Examples of such possible offenders could be judges, prosecutors or other attorneys, staff of other agencies, or clients. Again, wide discretion may be exercised in dealing with sexual harassment from such sources.

Prior to taking actions which involve persons who are not subject to the administrative authority of the Board of Public Defense or its appointees, the Chief Administrator shall be consulted.

In the case of a judge, some possible options may be:

- discussing the behavior with the judge and demanding that it stop;
- asking the Chief Judge of the district and/or others to assist in confronting the judge;
- filing an affidavit of prejudice against the judge;
- reporting the conduct to the chair of the Conference of Chief Judges; or
- filing a formal complaint with the Board of Judicial Standards.

In the case of harassment from a prosecutor or another attorney, some possible options may be:

- discussing the behavior with the attorney and demanding that it stop;
- seeking assistance from the attorney's supervisor, if any, in confronting the attorney;
or
- filing a formal complaint with the Board of Professional Responsibility.

In the case of harassment from staff of other agencies, some possible options may be:

- confronting the individual directly and demanding that the behavior stop;
- discussing the matter with the individual's supervisor, if any; or
- filing a complaint with the appropriate appointing authority or licensing board.

In the case of harassment from a client, some possible options may be;

- confronting the client directly and demanding that the harassment stop;

- transferring the case to another public defender; or
- assigning co-counsel to the case.

RESOLUTION OF THE COMPLAINT

It is the policy of the Board of Public Defense that sexual harassment issues shall be resolved in the most effective way possible, and that the response to each situation shall be determined by its unique facts and circumstances.

All state employees of the State Public Defender's Office, of the Administrative Services Office and of the Judicial District Public Defender Offices are unclassified, at will employees. The State Public Defender, Chief Administrator and Chief Public Defenders have wide discretion in dealing with sexual harassment.

In the event that sexual harassment is found, a range of possible disciplinary and remedial measures should be considered, including but not limited to the following: 1) requiring an apology, 2) a direction to stop the sexual harassment, 3) transfer, 4) counseling, 5) training, 6) a verbal or written warning, 7) suspension with or without pay, 8) termination.

An employee found to have engaged in sexual harassment may have this determination reported in his or her personnel file. This determination can be considered in the annual evaluation process relative to merit increases. The Appointing Authority may elect from these or any other options to insure that this policy is fully implemented.

SMOKING/NO SMOKING POLICY

It is the policy of the Board of Public Defense and the State Public Defender that all applicable statutes and rules pertaining to clean indoor air be strictly followed. Toward that end, the following policy is adopted in compliance with Minn. Stat. §§144.411-417 (1997) and Chapter 4620 of the Minnesota Rules (1997).

Smoking is entirely prohibited in all offices of the State Public Defender and the Board. See Minnesota Statutes Section 16B.24 Subdivision 9 (1997).

Any complaints or concerns about the Smoking/No Smoking Policy in the offices of the State Public Defender or Board shall be directed to the State Public Defender; concerns in the District defender offices shall be directed to the Chief District Public Defender. These individuals are hereby designated Smoking/No Smoking Policy Officers.

FAIR TREATMENT IN THE WORK PLACE

The Board of Public Defense shall promote a cooperative work environment and fair treatment for all employees in the work place.

All concerns about fair treatment will be responded to in a timely, responsible manner. Concerns about fair treatment should be brought forward at the earliest possible time.

An employee who has a concern about unfair treatment may use any or all of the following methods to resolve the matter:

- Contact his or her supervisor to discuss his or her concern.
- Contact a fellow employee who is considered to be the source of the perceived unfair treatment to discuss the situation and resolve it.
- Contact the State Public Defender, Chief Administrator or Chief District Public Defender to discuss the situation and explore solutions which are fair and equitable.

All participants in any discussion, investigation, or resolution of a matter of fair treatment shall maintain strict confidentiality about any information they receive.

Acts by a supervisor to instruct, correct, or discipline an employee should be performed with tact and regard for the privacy of the employee and, if performed in this manner, are not open to complaint under this procedure.

EVALUATIONS

It is the policy of the Board that the State Public Defender and the Chief District Public Defenders conduct evaluations of their respective employees to recognize progress and achievements by employees, and to identify areas of performance where improvement is necessary or desirable. The evaluation process will lead to the overall improvement of operations.

The process has four stages:

- (1) Self-evaluation by the employee;
- (2) Written evaluation by the immediate supervisor, after reading the employee's self-evaluation;
- (3) Evaluation conference, which will include the employee and the immediate supervisor. The supervisor's written evaluation may be modified during this conference. This document becomes the final written evaluation.
- (4) Opportunity for the employee to respond, in writing, if he or she wishes, to any aspect of the evaluation.

Both the supervisor's final written evaluation, and any response the employee wishes to prepare, will be included in the employee's personnel file.

THE MANAGERIAL PLAN

BOARD OF PUBLIC DEFENSE

1

COVERAGE

The Managerial Plan of the Board of Public Defense establishes the terms and conditions of employment for the following job positions: Chief Administrator of the Board, State Public Defender, Deputy State Public Defender, and the full-time Chief District Public Defenders in the First, Third, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Judicial Districts. This Plan does not apply to the Chief District Public Defenders of the Second and Fourth Judicial Districts. The Plan also covers the current incumbents in the positions of Government Relations Manager, Budget Director, Conflict Office Manager, Legal Assistance to Minnesota Prisoners Directors and the Legal Advocacy Project Director,.

This plan is a modification of the Managerial Plan prepared by the Minnesota Department of Employee Relations pursuant to Minnesota Statutes Section 43A.18, Subdivision 3 (1997). This plan must be read in conjunction with the policies set forth in the section of this manual covering "General Office Policies."

The portions of the Managerial Plan of the Department of Employee Relations, which have not been adopted by the Board of Public Defense, have been excluded because they refer to classified employment (all State employees of the State Public Defender and of the District Public Defender Offices are unclassified) or because procedures more applicable to the operation of these offices have been substituted for them.

For purposes of the administration of this Plan, the references to "State Public Defender" mean the State Public Defender, or his or her designees.

This Plan provides coverage for the biennium beginning on July 1, 1997, and ending on June 30, 1999. The provisions of this plan shall remain in effect after June 30, 1999, until a new plan is approved by the State Public Defender. This plan is subject to modifications at any time by the Board of Public Defense.

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

State Public Defender
2829 University Avenue SE
Suite 600
Minneapolis, MN 55414

2

WORK SCHEDULE

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

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

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

3

HOLIDAYS

Eligibility. All managers in payroll status, except those on emergency appointments, are eligible for paid holidays. However, managers on temporary appointments shall not be eligible for the floating holiday.

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

Holiday	1997-98	1998-99
Independence Day	Friday, July 4, 1997	Friday, July 3, 1998
Labor Day	Monday, September 1, 1997	Monday, September 7, 1998
Veterans Day	Tuesday, November 11, 1997	Wednesday, November 11, 1998
Thanksgiving Day	Thursday, November 27, 1997	Thursday, November 26, 1998
Day after Thanksgiving	Friday, November 27, 1997	Friday, November 26, 1998
Christmas	Thursday, December 25, 1997	Friday, December 25, 1998
New Year's	Thursday, January 1, 1998	Friday, January 1, 1999
Martin Luther King Day	Monday, January 19, 1998	Monday, January 18, 1999
Presidents Day	Monday, February 16, 1998	Monday, February 15, 1999
Memorial Day	Monday, May 25, 1998	Monday, May 31, 1999

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

Holiday Pay Entitlement. In order to receive a paid holiday, an eligible manager must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). In the event a manager dies or is mandatorily retired on a holiday or holiday weekend, the manager shall be entitled to be paid for the holiday(s).

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

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

Work on a Holiday. A manager who works on a regularly scheduled holiday shall receive an alternate holiday. The scheduling of such a day shall be by mutual agreement between the State Public Defender and the manager. The alternate holiday must be used within 120 days from the end of the payroll period in which it was earned.

4

VACATION LEAVE

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

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

Vacation Accruals. A full-time manager shall accrue vacation leave each pay period according to the rates provided below. A manager being paid for less than a full 80 hour pay period shall have his or her vacation accrual prorated in accord with the schedule provided by Appendix A.

VACATION ACCRUAL SCHEDULE FOR FULL-TIME MANAGERS

<u>Length of Service</u>	<u>Hours Per Pay Period</u>
0 through 5 years	6.0 hours
After 5 through 8 years	7.0 hours
After 8 through 10 years	7.5 hours
After 10 through 19 years	8.0 hours
After 19 through 24 years	8.5 hours
After 24 years	9.0 hours

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

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

"Length of Service" may also include time spent in other Minnesota State government positions or public jurisdictions as stated below:

1. An eligible manager or employee who moves without a break in service to a Managerial Plan position from any other position in state government, shall have his or her accumulated length of service and accumulated vacation leave transferred.

2. An eligible manager who is appointed to a Managerial Plan position within four years from the date of separation in good standing from any position in Minnesota State government shall accrue vacation leave according to the length of service the manager had attained at the time of separation.
3. A former Legislator who is appointed to a Managerial Plan position within four years of the end of his or her term in the Legislature shall receive full credit for his or her length of service in the Legislature.
4. An employee who is appointed to a Managerial Plan position within four years of separation from another public jurisdiction may, at the State Public Defender's discretion, transfer length of service credit for purposes of vacation accrual.

Managers who qualify under these provisions may have their length of service adjusted, prospectively only, effective the date they provide documentation of qualifying previous employment.

Vacation Accumulation. Vacation leave may be accumulated to any amount provided that once during each fiscal year, the manager's balance must be reduced to 275 hours or less at the end of the payroll period. For this purpose, the manager's balance at the end of the payroll period is the vacation balance after the deduction of hours used that pay period and before the addition of vacation hours earned during the pay period. If this is not accomplished prior to the end of the fiscal year, the manager's balance shall automatically be reduced to 275 hours.

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

Vacation Leave Upon Separation. An eligible manager separated from State service shall be compensated in cash, at the manager's current rate of pay, for all accumulated and unused vacation leave at the time of separation up to a maximum of 275 hours. However, the maximum cap shall not apply in situations where the payout is due to the employee's death. Vacation leave may not be used alone or in combination with unpaid leave or separation from the state service to extend insurance coverage.

Conversion of Accumulated Vacation to Deferred Compensation. Once in each fiscal year, a manager may convert a portion of his or her accumulated vacation to a contribution to a deferred compensation plan for which the state provides payroll deduction. Each manager may convert up to 1 hour of vacation for each 3 hours of vacation taken in the previous fiscal year, provided that a manager may not convert more than 40 hours per fiscal year. Vacation hours donated to other employees, hours lost due to limits on vacation balances, hours paid off, and hours converted to

deferred compensation do not count as hours taken for purposes of determining how many hours managers may convert in the next fiscal year.

Managers may not convert vacation leave to a deferred compensation plan during the split pay period which begins in June and ends in July. Contributions to deferred compensation plans made through the conversion of vacation hours are subject to all of the rules and regulations of the respective plans.

5

SICK LEAVE

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

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

Sick Leave Accruals and Accumulation. A full-time manager shall accrue sick leave at the base rate of four hours per pay period until 900 hours have been accumulated. After 900 hours have been accumulated, a manager shall accrue sick leave at the rate of two hours per pay period. A manager whose sick leave balance falls below 900 hours shall again accrue sick leave at the appropriate rate until his or her accumulation again reaches 900 hours.

Effective January 7, 1998, after 900 hours have been accrued, managers shall continue to accrue sick leave at the rate of four hours per pay period. Effective at the end of the pay period ending January 6, 1998, the number of hours credited to the manager's sick leave bank shall be multiplied by two.

Managers covered by the Managerial Plan on or after January 7, 1998, and who have not had their sick leave bank doubled under the terms of their previous plan or agreement shall have their bank doubled effective with the date of their appointment to a position covered by the Managerial Plan.

Transfer/Restoration of Sick Leave Hours. An eligible manager who moves without a break in service to a Managerial Plan position from any other position in Minnesota State government, shall have his or her accumulated sick leave balance and bank, if any, transferred.

If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance and bank shall be transferred in amounts equal to what the manager would have accumulated under this Plan.

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

A manager who receives severance pay prior to January 7, 1998, and is reinstated or reappointed on

or before January 6, 1998, shall have his or her sick leave balance restored at sixty percent of the manager's accumulated but unused sick leave balance (which balance shall not exceed 900 hours) plus seventy-five percent of the manager's accumulated but unused sick leave bank.

A manager who receives severance pay prior to January 7, 1998, but returns to State service on or after January 7, 1998, shall have his or her sick leave balance restored at sixty percent of the manager's accumulated but unused sick leave balance (which balance shall not exceed 900 hours) plus one hundred fifty percent of the manager's accumulated but unused sick leave bank.

A manager who receives severance pay on or after January 7, 1998 shall have his or her sick leave balance restored at sixty percent of the manager's accumulated but unused sick leave balance (which balance shall not exceed 900 hours) plus eighty seven and one-half percent of the manager's accumulated but unused sick leave bank.

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

- employee illness or disability
- medical, chiropractic, or dental care for the manager, dependent child living in the household, or minor child whether or not the child lives in the same household as the manager;
- exposure to contagious disease which endangers the health of other persons;
- inability to work during the period of time that the doctor certifies that the manager is unable to work because of pregnancy or child birth;
- illness or disability of a dependent child who is living in the same household as the manager; or
- illness or disability of a minor child whether or not the child lives in the same household as the manager.

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

- illness or disability of a family member, same sex domestic partner or dependents of the same household;
- birth or adoption of the manager's child, up to 30 days;

- to arrange for necessary nursing care for members of the family, including a same sex domestic partner, not to exceed three days;
- to attend the funeral of a close relative, same sex domestic partner, stepchild, ward or parent or grandparent of the spouse for a reasonable period of time, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

When used, sick leave shall be first deducted from the 900 hour sick leave balance. When a manager has exhausted his or her sick leave balance, additional sick leave taken shall be deducted from his or her sick leave bank.

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

Sick Leave Notice. Sick leave is a personal matter. A manager planning on taking sick leave should notify the State Public Defender that he or she plans to take sick leave and the reasons therefore. This information is confidential and shall not be disclosed. In the Administrative Services Office, the Chief Administrator shall implement the sick leave policy. In the district defender offices, the Chief District Public Defender shall implement the sick leave policy.

6

OTHER LEAVES OF ABSENCE

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

Developmental Leave. See Chapter 7, Management Development

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

- Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the manager's State job. The manager shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any manager who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave, or leave of absence without pay unless, by mutual consent with the State Public Defender, the manager is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- Jury duty leave for time to serve on a jury provided that when not impaneled for actual service, but only on call for service, the manager shall report to work. A copy of the summons must be submitted with the employee's timesheet.
- Election Judge leave for purposes of serving as an Election Judge in any election. The manager must request the leave at least twenty (20) calendar days in advance.
- Military leave in accord with Minn. Stat. Section 192.26 for members of a reserve component of the armed forces of this State or of the United States who are ordered by the appropriate authority to active service or to attend a training program. This leave shall be limited to 15 working days per calendar year. The manager must inform the State Public Defender within seven (7) calendar days of receiving notification of duty. A copy of the order must accompany the employee's timesheet.
- Voting time leave in accord with Minn. Stat. Section 204C.O4 for managers eligible to vote in a state primary election, a presidential primary election, a state general election or an election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the morning of the election day.

- Emergency leave in the event of a natural or man-made emergency if determined by the State Public Defender, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the State Public Defender.
- Athletic leave in accord with Minn. Stat. Section 15.62, as amended in 1985, to prepare for and engage in world, Olympic, or Pan American games competition.
- Blood donation leave to donate blood at an on-site and State Public Defender endorsed program.

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

- Disability leave for a cumulative period of one year per illness or injury, unless extended by the State Public Defender, when a manager has exhausted his or her accumulation of sick leave due to an extended illness or injury.
- Family leave to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. In the case of adoption, the leave will begin on the date requested by the manager. The leave shall begin on the date requested by the manager but no later than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the family leave. Sick leave or vacation used following the birth of the child will not have the effect of extending the six-month family leave. Upon request, the State Public Defender may extend the leave up to a maximum of one year.
- Military leave in accord with 38 U.S.C. 2024(d) for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the manager being permitted to return to the manager's position with such seniority, status, pay, vacation, and sick leave as such manager would have had if the manager had not been absent due to service under 2024(d). The manager must inform the State Public Defender within seven (7) calendar days of receiving notification of duty. Vacation leave may be accumulated to any amount provided that the amount is reduced to 275 hours within two years of the manager's return to State service.
- Military leave in accord with Minn. Stat. Section 192.261, Subdivision 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to five years plus any additional time, in each case, as the manager may be required to serve pursuant to law. If such leave results from an order to

active service by the appropriate authority, the manager shall continue to accrue vacation and sick leave during the period of active service. Vacation leave may be accumulated to any amount provided that the amount is reduced to 275 hours within 2 years of the manager's return to State service.

- Political process leave in accord with Minn. Stat. Sections 202A.135 and 202A.19, subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committees of a major political party if the manager is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the manager is a convention delegate or alternate, provided that the leave is requested ten days prior to the leave start date.
- Public office leave in accord with Minn Stat. Section 43A.32, Subdivision 3, for a manager in the unclassified service:
 - upon assuming an elected Federal or an elected State public office other than State legislative office; or
 - if elected to State legislative office, during times the Legislature is in session; or
 - upon assuming any other elected public office if, in the opinion of the State Public Defender, the holding of the office conflicts with the manager's regular State employment; or
 - at the manager's request upon filing as a candidate for any elected public office or any time during the course of the manager's candidacy.
- VISTA or Peace Corps leave for a period not to exceed four years.

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

- Salary savings leave provided that the State Public Defender shall not hire a replacement for a manager on temporary leave. A manager on temporary leave shall, if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the manager's return from leave.
- Personal leave for any reason for a period of up to one year subject to annual renewal at the State Public Defender's discretion.

Termination of Leave. A manager may terminate his or her leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the State Public

Defender. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the State Public Defender may be canceled by the State Public Defender upon reasonable notice to the manager. Such notice shall ordinarily be in writing except in case of emergency.

Return From Leave. A manager returning from a leave of absence of two months or more shall notify the State Public Defender at least two weeks prior to the intended date of return. A manager on an approved leave of absence is required to contact the State Public Defender if an extension is being requested. Failure to contact the State Public Defender about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the manager shall be severed from State service. A manager shall be entitled to return from an approved leave of absence to a vacant position. If a vacant managerial position is not available, the State Public Defender may offer the manager a vacant position with comparable duties and pay for which he or she is qualified. If no vacant position is available and/or offered, the State Public Defender may continue the manager on unpaid leave until such a position becomes vacant. A manager returning from an unpaid leave of absence shall return to the same rate of pay he or she had been receiving at the time the leave commenced, or at a higher rate with the approval of the State Public Defender.

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

Family Medical Leave Act. The Family Medical Leave Act (FMLA) went into effect on August 5, 1993.

Broadly stated, the Family Medical Leave Act provides eligible managers with paid or unpaid leave for up to 12 weeks in a 12 month period for the birth or adoption of a child, for the care of a child, spouse, or parent who has a serious health condition, and for serious illness of an employee. It also entitles managers to job protection and employer paid insurance during the period of a qualifying leave. The State has established that the 12 month period coincides with the State's fiscal year.

The Family Medical Leave Act should not be considered a form of leave in itself, but a "condition" of leave already available under this Plan.

If a manager requests a leave under the Family Medical Leave Act, the Appointing Authority should:

- verify that the manager is eligible;
- ask the reason for the leave solely for purposes of determining whether the leave is FMLA qualifying and/or whether the manager is eligible for paid or unpaid time off under this Plan;
- request medical documentation for leaves due to a manager's medical condition or care of a seriously ill family member;

- grant the appropriate form of leave authorized under this Plan if it qualifies under the Family Medical Leave Act.

If a manager requests paid or unpaid leave the State Public Defender will:

- verify that the manager is eligible;
- ask the manager, “Is this request for time off for the purposes of an FMLA qualifying event?”;
- if the manager answers “yes,” ask the reason for the leave solely for the purpose of verifying that it is FMLA qualifying and to determine whether the manager is eligible for paid or unpaid time off under this Plan;
- request medical documentation for leave due to the manager’s medical condition or care of seriously ill family member;
- designate the requested leave as qualifying under the Family Medical Leave Act if appropriate.

Complete and retrievable records should be maintained on all the Family Medical Leave Act leaves, requests and disputes.

Several points should be kept in mind when administering the Family Medical Leave Act;

- Paid leave counts toward the total 12 weeks and sick leave must be taken for an FMLA qualifying reason.
- Managers currently on paid/unpaid leave may qualify for FMLA.
- Accurate records must be kept for all requests and uses of FMLA qualifying paid and unpaid leave.
- Medical documentation may be requested consistently for all appropriate FMLA qualifying leaves.
- The Family Medical Leave Act in no way diminishes a manager’s right to leave.
- A manager not returning to work for an amount of time equal to their leave time under FMLA shall be liable for reimbursing the employer costs of insurance paid while on leave.

- Employees who do not return to work for a minimum of 30 calendar days after a leave will be liable for repayment of employer paid insurance premiums.
- A manager must return from leave for a minimum of 30 days or be responsible for repayment of employer paid premiums while on leave.

7

MANAGEMENT DEVELOPMENT

Position Descriptions and Performance Objectives. Every manager shall develop, with assistance from the State Public Defender, a position description and performance goals or objectives that reflect his or her duties and incorporate the expectations of the State Public Defender. A manager's position description and performance objectives shall be reviewed with the manager at least once a year and, if necessary, rewritten after the manager's annual appraisal or whenever there is a substantial change in duties, and at least every three years.

Performance Appraisal. Performance appraisals for managers shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, a manager shall receive a copy of a written appraisal and shall have the opportunity to review and comment in writing on the performance rating and to sign the appraisal process, and have the opportunity to make comment. In addition to performance goals and objectives, the performance appraisal of the manager shall consider contributions to overall management goals in the areas of employee development, health and safety, and affirmative action.

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

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

A manager may also request to attend a specific development activity. If, in the judgment of the State Public Defender, the requested college course or professional workshop, seminar, conference, or other development activities, i.e., task force, special assignments, mobility, etc. will better prepare a manager to perform his or her current or projected responsibilities and if staffing needs and budgetary resources permit, the State Public Defender may provide release time and/or reimbursement in accord with Chapter 11. Managers must successfully complete the development activity to be eligible for reimbursement.

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

Subscriptions. The State Public Defender may authorize payment for the cost of a manager's individual subscriptions to magazines or other professional publications provided that the publications meet organizational needs.

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

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

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

8

APPOINTMENT AND TERMINATION OF UNCLASSIFIED EMPLOYMENT

State Public Defender

Appointment and termination of the State Public Defender is governed by statute:

“The state public defender is responsible to the state board of public defense. The state public defender shall be appointed by the state board of public defense for a term of four years, except as otherwise provided in this section, and until a successor is appointed and qualified. The state public defender shall be a full-time qualified attorney, licensed to practice law in this state, serve in the unclassified service of the state, and be removed only for cause by the appointing authority. Vacancies in the office shall be filled by the appointing authority for the unexpired term...” Minnesota Statutes Section 611.23 (1997).

District Chief Public Defenders

Appointment and termination of Chief Public Defenders is governed by statute:

“The state board of public defense shall appoint a chief district public defender for each judicial district... The chief public defenders shall serve four-year terms and may be removed for cause upon the order of the state board of public defense. Vacancies in the office shall be filled by the appointing authority for the unexpired term.” Minnesota Statutes Section 611.26, Subdivision 2 (1997).

Chief Administrator of the Board of Public Defense

Appointment and termination of the Chief Administrator is governed by statute.

“The state public defender shall appoint a chief administrator who must be chosen solely on the basis of training, experience, and other qualifications, and who will serve at the pleasure of the state public defender. The chief administrator need not be licensed to practice law.” Minnesota Statutes Section 611.215, Subdivision 1a (1997).

Other Managerial Positions

These unclassified appointments may be terminated at any time by the Appointing Authority and the incumbent shall have no further rights to State employment. However, a manager on an approved unclassified service leave of absence may return from leave to a position in the unclassified service as provided in Chapter 6.

9

INSURANCE

Section 1. Manager Group Insurance Program. During the life of this Plan, managers are eligible to participate in the State Employee Group Insurance Program that includes health, dental, life, and disability coverages, subject to the provisions of this Chapter.

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

A. **Managers - Basic Eligibility.** Managers may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: emergency, temporary, and intermittent managers.

B. **Managers - Special Eligibility.** The following managers are also eligible to participate in the Group Insurance Program:

1. **Job-sharing Managers.** Consistent with Minn. Stat. Section 43A.44, Subdivision 2, a manager in the State job-sharing program may participate in the Group Insurance Program.

2. **Managers with a Work-related Injury/Disability.** A manager who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a manager receives workers' compensation payments or while the workers' compensation claim is pending.

3. **Totally Disabled Managers.** Consistent with Minn. Stat. Section 62A.148, certain totally disabled managers may continue to participate in the Group Insurance Program.

4. **Retired Managers.** A manager who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to receive immediately an annuity under a State retirement program, may continue to participate in the health and dental coverage offered through the Group Insurance Program.

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

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

1. **Spouse.** The spouse of an eligible manager (if not legally separated). For the purpose

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

2. **Children and Grandchildren.** An eligible manager's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status, who is incapable of self-sustaining employment by reason of mental retardation, mental illness, or physical disability and is chiefly dependent on the manager for support. The handicapped dependent shall be eligible for coverage as long as he or she continues to be handicapped and dependent, unless coverage terminates under the contract.

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

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

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

- D. **Continuation Coverage.** Consistent with state and federal laws, certain managers, former managers, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Plan, state and

federal laws allow certain group coverage to be continued if they would otherwise terminate due to:

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

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

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

1. Managers who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
2. Managers who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal managers serving on less than a seventy-five (75) percent basis.

B. Partial Employer Contribution - Basic Eligibility. The following managers covered by this Plan receive the full Employer Contribution for basic life coverage, and at the manager's option, a partial Employer Contribution for health and dental coverage. The partial Employer Contribution for health and dental coverage is seventy-five (75) percent of the full Employer Contribution for employee only coverage and sixty-five (65) percent of the full Employer Contribution for dependent coverage. For the 1998 plan year, the partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for both employee only coverage and dependent coverage.

1. **Part-time Managers.** Managers who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.
2. **Seasonal Managers.** Seasonal managers who are scheduled to work at least 1044 hours for a period of nine (9) months or more in any twelve (12) consecutive months.

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

1. **Job-sharing Managers.** Consistent with Minn. Stat. Section 43A.44, Subdivision 2, a manager in the State job-sharing program receives a pro rata Employer

Contribution according to the share of the job worked. The pro rata Employer Contribution applies only to health and dental coverages; job-sharing managers receive the full Employer Contribution for basic life coverage.

2. **Managers on Layoff.** An unclassified manager who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Chapter for six (6) months from the date of layoff.
3. **Work-related Injury/Disability.** A manager who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such a manager receives workers' compensation payments. If such manager ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Chapter 6, he or she shall be eligible for an Employer contribution during that leave.

D. **Maintaining Eligibility for Employer Contribution**

1. **General.** A manager who receives a full or partial Employer Contribution maintains that eligibility as long as the manager meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one full working day during each payroll period. This requirement does not apply to managers who receive an Employer Contribution while on layoff as described in Section 3C2, or while eligible for workers' compensation payments as described in Section 3C3.
2. **Unpaid Leave of Absence.** If a manager is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the manager on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If a manager is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the State Public Defender which occur during the regular school year, the manager shall nonetheless remain eligible for an Employer Contribution, provided that the manager appears on the regular payroll for at least one working day in the payroll period immediately preceding such absences.
4. A manager who is on an approved FMLA leave or on a salary savings leave as provided elsewhere in this plan maintains their eligibility.

Section 4. Amount of Employer Contribution. For managers eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined

as follows beginning on December 24, 1997. The Employer Contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

A. Contribution Formula - Health Coverage

1. **Manager Coverage.** For manager health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the manager premium of the Low-Cost Health Plan, or the actual manager-only premium of the health plan chosen by the manager.
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the manager.
3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the manager's permanent work location. "Family premium" is the total of the manager premium and the dependent premium.
4. **Manager Work Location.** The Employer Contribution for each manager is based on the manager's home county or permanent work location on the effective date of each new insurance year. If the health plan a manager is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

B. Contribution Formula - Dental Coverage

1. **Manager Coverage.** For manager dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the manager premium of the State Dental Plan, or the actual manager premium of the dental plan chosen by the manager.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the manager.

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

Section 5. Coverage Changes and Effective Dates

- A. **When Coverage May Be Chosen.** A manager must make his or her choice of employee health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance-eligible position. When health and dental coverage are elected, the manager will automatically be enrolled in basic life coverage. Managers eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Managers who become eligible for a full employer contribution must make their choice of manager-only health and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low-cost plan in the county of the manager's work location. A manager may change his or her health or dental plan if the manager changes to a new permanent work location, and the manager's current plan is not available at the new work location.

A manager who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his or her health or dental plan within thirty (30) calendar days of the date of the relocation under the same provisions accorded during the last open enrollment period. A manager may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child. In addition, a manager may add dependent health or dental coverage within thirty (30) days after the following events:

1. If a manager becomes married, the manager may add his or her spouse and any dependent children/grandchildren.
2. If the manager's spouse loses group health or dental coverage, the manager may add his or her spouse and any dependent children/grandchildren.
3. When a manager acquires his or her first dependent child, grandchild or stepchild, the manager may add dependent coverage to cover both the child and the manager's spouse.

B. **When Coverage May Be Canceled.**

1. **Dependent Coverage.** A manager may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events ^h are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:

- loss of dependent status of a sole dependent;
- death of a sole dependent;
- divorce;
- change in employment condition of a manager or spouse; and

- a significant change of spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

2. **Manager-only Coverage.** A part-time manager may also cancel manager-only coverage within sixty (60) days of when one of these same life events occurred. Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

C. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the manager's first day of employment, re-employment, re-hire, or reinstatement with the State. A manager must be actively at work on the initial effective date of coverage, except that a manager who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a manager's dependent's coverage become effective before the manager's coverage.

D. **Delay in Coverage Effective Date**

1. **Health, Dental, and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota Statutes Sections 62A.14 and 62A.141, and children placed for the purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, a manager or his or her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the manager's or dependent's hospital discharge. However, initial manager-only coverage may begin if the manager's dependent is hospitalized.

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

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

E. Open Enrollment

1. **Frequency and Duration.** The open enrollment period for health coverage in each year of this Plan shall be determined by the Department of Employee Relations. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on December 24, 1997 in the first year of this Plan, and on January 6, 1999 in the second year of this Plan.
2. **Eligibility to Participate.** A manager eligible to participate in the State Employee Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5E1 above, make certain changes: (1) a former manager or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active managers; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active managers, but may not add dependent coverage.
3. **Materials for Manager Choice.** Each year prior to open enrollment, the Department of Employee Relations will give eligible managers the information necessary to make open enrollment selections. Managers will be provided a statement of their current coverage each year of the plan.

- F. **Coverage Selection Prior to Retirement.** A manager who retires and is entitled to receive an annuity under a State retirement program may change his or her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The manager may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverages**A. Manager and Dependent Health Coverage**

1. **Coverage Options.** Eligible managers may select coverage under one of the health plans offered by the Department of Employee Relations, including health maintenance organization plans, the State Health Plan, or other health plans.

B. Manager and Family Dental Coverage

1. **Coverage Options.** Eligible managers may select coverage under any one of the dental plans offered by the State of Minnesota through the Department of Employee Relations "Managerial Plan," including health maintenance organization plans, the State Dental Plan, or other dental plans.

C. Income Protection Plan

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

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

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

Managers may elect to purchase shorter elimination periods for disability insurance of thirty (30), sixty (60), ninety (90) or one hundred twenty (120) days, based on their accrued sick leave balance.

The disability benefit, after the elimination period, is sixty (60) percent of a manager's salary to a maximum of three thousand five hundred dollars (\$3,500)/month.

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

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

The disability benefit, after the elimination period, is sixty (60) percent of a manager's salary to a maximum of three thousand five hundred (\$3,500)/month.

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

2. **Extended Benefits.** A manager who becomes totally disabled before age 70 shall be

eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

3. **Additional Death Benefit.** Managers who retire on or after July 1, 1985, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the manager, if at the time of death the manager is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of a manager who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 7. Optional Coverages. A manager who takes an unpaid leave of absence may discontinue premium payments on short-term disability and optional employee, spouse and child life policies during the period of leave. If the manager returns within one (1) year, the manager shall be permitted to pick up all optionals held prior to the leave. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

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

2. For the first twenty four (24) months of optional life coverage after such a period of leave, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, was diagnosed, or for which medical care was received during the period of leave shall be excluded from coverage for such twenty four- (24-) month period.

The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA) leaves.

A. **Life Coverage.**

1. **Manager.** A manager may purchase up to three hundred thousand (\$300,000) additional life insurance, in increments established by the Department of Employee Relations, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new manager may purchase up to two (2) times annual salary or two hundred thousand dollars (\$200,000), whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.

2. **Spouse.** A manager may purchase up to three hundred thousand dollars (\$300,000) life insurance coverage for his or her spouse, in increments established by the Department of Employee Relations, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new manager may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
3. **Children/Grandchildren.** A manager may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Chapter). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Waiver of Premium.** In the event a manager becomes totally disabled before age 70, there shall be a waiver of premium for all life insurance coverage that the manager had at the time of disability.
5. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a manager who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional manager life insurance in force during that five (5) year period. The manager's post-retirement death benefit shall be effective as of the date of the manager's retirement or the manager age sixty-five (65), whichever is later. Managers who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional manager life insurance to age sixty five (65) in order to remain eligible for the manager post-retirement death benefit.

A manager who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the manager's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the manager's retirement or spouse age sixty-five (65), whichever is later. The manager must continue the full amount of optional spouse life insurance to the date of the manager's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

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

B. Disability Coverage

1. **Short-term Disability Coverage.** An employee who carries short-term disability and is promoted to a managerial position may continue the coverage in force at that time. The manager may decrease or cancel the coverage, but may not increase the coverage.
 2. **Long-term Disability Coverage.** An employee who is promoted to a managerial position is eligible for long-term disability coverage only through the Income Protection Plan.
- C. **Accidental Death and Dismemberment Coverage.** A manager may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A manager may also purchase from five thousand dollars (\$5,000) to twenty five thousand dollars (\$25,000) in coverage for his or her spouse, but not in excess of the amount carried by the manager.

10

SALARY ADMINISTRATION

Salary Rates and Limits.

The State Public Defender, subject to the approval of the Board of Public Defense, shall maintain a salary plan for the Office of the State Public Defender, including the Administrative Services Office. This plan shall provide a minimum and maximum rate of pay for each managerial position in the office and a process to accomplish salary adjustments within these ranges.

By statute, “The compensation of the chief district public defender shall be set by the board of public defense.” Minnesota Statutes Section 611.26, Subdivision 3. The compensation of a Chief District Public Defender must not exceed the compensation of the State Public Defender. By statute, “The salary of the state public defender must be 95 percent of the salary of the attorney general.” Minnesota Statutes Section 15A.083.

Each manager is assigned to a specific position at the time he or she is hired. The State Public Defender may, when appropriate, reassign regular employees to different positions. The State Public Defender shall set a salary range for each position, except those for which a salary rate or range is established by law. Each position's salary range shall be represented by a salary range chart

illustrating the salary range as a series of steps in salary from the minimum in the range to the maximum in the range. The salary range for the Chief Administrator shall be the same as the salary range for a Chief District Public Defender. Increases or decreases in salary may be awarded in increments less than one full step.

Revisions of the Salary Ranges.

The State Public Defender, subject to the approval of the Board of Public Defense, may make revisions in salary ranges which seem desirable due to changes in living costs, availability of labor supply, prevailing rates of pay, and the state's financial condition. It is anticipated that the ranges will ordinarily be automatically adjusted upward yearly to reflect cost of living salary increases.

Administration of the Plan.

Each manager shall be paid within the salary range adopted for his or her position. A manager's salary rate may not exceed the upper limit of his or her job's salary range except as provided in this plan or by law.

Cost of Living Salary Adjustments.

To the extent possible within the limits of available funds, each manager will receive a yearly adjustment to his or her salary equal to the increase in the cost of living as determined by the Board of Public Defense. This increase will be provided to all managers regardless of the date they begin employment with this office.

Stability Pay.

Stability pay is an annual, lump sum, payment paid to full-time managers who have reached the top salary limit available in their job's salary range. It is the policy of the Board of Public Defense to pay stability pay to full-time managers who have served more than five years in the employment of the State of Minnesota, who have reached the top limit of their job position's salary range, and who would otherwise qualify for a merit increase based on the standards articulated above. The stability pay plan will be administered as follows:

When a manager has reached the top of his or her job position's salary range and completed a minimum of five years of employment with the State of Minnesota prior to the commencement of the current fiscal year, he or she shall receive a stability payment of two and one-half (2-1/2) percent of his or her annual current base rate of pay, limited to the maximum specified below. For each additional year of full-time service after five (5) years, the employee shall qualify for an additional one-half of one (0.5) percent up to and including his or her tenth year. For all service after ten (10) years, the stability payment shall continue at the rate established for the tenth year, that is, five (5) percent.

For purposes of stability pay eligibility, a manager will be deemed to have reached the top of his or her salary range if the maximum merit increase they can receive before reaching the top of his or her

salary range is one (1) percent. If a manager who is eligible for stability pay is placed in a new job position, and if that manager is not at the top of the salary range for that position, he or she will lose his or her eligibility for stability pay until he or she reaches the top of his or her new pay range. The stability payment shall be computed based on a manager's current annual salary except that the computation of the adjustment shall be limited to a maximum annual salary of \$15,000 through the tenth year of service, \$16,000 after 11 years, \$17,000 after 12 years, \$18,000 after 13 years, \$19,000 after 14 years and \$20,000 after 15 or more years. A manager eligible for stability pay shall receive the payment in a lump sum at the time of other salary adjustments in the agency.

The following schedule will represent the basis for calculation:

Years of service	5	6	7	8	9	10 or more
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Percent of annual salary	2-1/2	3	3-1/2	4	4-1/2	5
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All Salaries and Salary Adjustments are Dependent Upon Available Funding.

It is the policy of the State Public Defender to administer manager salaries upon the terms stated to the extent that available funding permits. All cost of living or merit salary increases, stability pay, and maintenance of salaries at their present levels, are ultimately contingent upon the funding provided by the State Legislature. In the event that insufficient money is provided to meet the expectations for salary and stability pay or to meet the present salary levels, the State Public Defender may make such adjustments as he or she deems appropriate to carry out the mission of that office.

Salary Decreases Due to Inadequate Performance.

The salary of any regular employee may be reduced for unsatisfactory performance as indicated by performance evaluations or other pertinent data. This is a significant penalty only exceeded by termination of the employee and will be taken only in extreme circumstances.

Promotions.

Changes in job classification are promotional in nature. There is no expectation that when a manager meets the experience level required by a more senior job position he or she will be placed in the more senior position.

Salary Range Adjustment Meeting and Recommendations.

All salary ranges will be automatically adjusted to reflect any cost of living increases permitted by the Board of Public Defender. The State Public Defender shall determine whether any adjustments of salary ranges for any job positions are appropriate. If any other salary range adjustments are deemed appropriate, they shall be submitted to the Administrative Services Office of the Board of Public Defense for consideration.

Performance Based Salary Increases.

Each manager may advance through his or her salary range by performance-based salary increases, also known as merit increases, granted by the State Public Defender. These increases will be based upon the performance of the employee as reflected in his or her annual evaluation.

Annual merit increases of two (2) percent or four (4) percent may be awarded managers who fully meet the expectations set forth in their detailed job description, within the limits of the salary range for their position (this is the same as one full step on the manager salary range chart). Managers who have reached the upper limit of their salary range will not receive merit increases but will be eligible for stability pay if they meet the criteria for stability pay (discussed above). Managers who significantly exceed the high expectations of job performance demanded by the State Public Defender may be awarded an additional merit increase of up to four (4) percent annually within the limits of their job's salary range. Employees who fail to fully meet the expectations set forth in their detailed job description can have their salary reduced (discussed below), be denied a merit increase, or awarded an increase of less than four (4) percent.

In determining the amount of merit increase, if any, to award a manager, the State Public Defender shall rely upon the annual evaluation of that manager by that manager's supervisor, and any previous evaluations of that manager that may be relevant. In the case of managers in the State Public Defender's office, the recommendation of the Budget and Compensation Committee of the Office of the State Public Defender. The membership of this committee shall include each of the Managing Attorneys in the State Public Defender's Office. Merit increases shall be considered and recommended by the Budget and Compensation Committee at the same time as the annual manager evaluations are conducted. Any merit increases awarded by the State Public Defender shall become effective at the commencement of the next fiscal year beginning on July 1.

Managers who have been hired in the twelve (12) month period preceding the commencement of the fiscal year shall receive merit pay increases based on the following format:

New managers who begin work during the period July 1 through December 31 of the previous fiscal year shall be considered for merit increases on the same basis and in the same percentages as employees who have held their positions more than one year.

New managers who begin work during the period January 1 through June 30 of the previous fiscal year shall receive fifty (50) percent of the merit increase they would receive had they held their positions more than one year.

New managers who begin work during the period April 1 to June 30 of the previous fiscal year will not be eligible for a merit increase.

Salary on Return From Leave of Absence. Upon return from an unpaid leave of absence, a manager's salary shall be placed in the current salary range at a rate of pay which is comparable to the placement of his or her rate of pay in the salary range prior to the leave of absence. A manager may be placed at a higher rate of pay in the range with the approval of the State Public Defender.

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

- mandatory retirement;
- retirement at or after age sixty five (65);
- retirement immediately following ten (10) years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- death;
- separation other than discharge immediately following twenty (20) years of continuous State employment;
- separation other than discharge immediately following ten (10) years of continuous State employment in managerial positions; or
- separation immediately following five (5) years of continuous State employment as a manager in the unclassified service.
- upon moving from a full-time, leave accruing position, to a part-time position where leave benefits do not accrue.

Severance pay shall be a sum equal to the manager's regular rate of pay at the time of separation multiplied by forty (40) percent of the manager's accumulated but unused sick leave balance at the time of separation, not to exceed nine hundred (900) hours. If necessary, hours shall be transferred from the sick leave bank to attain the nine hundred (900) hour maximum.

In addition, managers who separate prior to January 7, 1998, shall receive 25% of the hours in the manager's sick leave bank (hours in excess of 900) times the manager's regular rate of pay at the time of separation. Managers who separate on or after January 7, 1998, shall receive 12.5% of the manager's hours in the sick leave bank (hours in excess of 900) times the manager's regular rate of pay at the time of separation.

A manager may choose to:

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

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

Should any manager who has received severance pay be subsequently reappointed to State service,

eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the manager's credit at the time the manager was reappointed and the amount of accumulated but unused sick leave at the time of the manager's subsequent eligibility for severance pay.

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

Medical/Dental Expense Account. The Employer agrees to allow managers to cover co-payments, deductibles, and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum expenditure of five-thousand dollars (\$5,000) per insurance year.

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

11

EXPENSE REIMBURSEMENT

General. The State Public Defender may authorize payment of travel and other expenses and reimbursement of special expenses for managers in accord with the provisions of this Chapter for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses.

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

Situation	Rate	Rate	Rate
	Per Mile	Per Mile	Per Mile
	7/1/97-1/7/98-1/6/99-1/6/98	1/5/99	6/30/99
• Use of personal automobile when a State-owned vehicle is not available.	\$0.27	\$0.29	\$0.31
• Use of personal automobile when a State-owned vehicle is available and declined by the manager.	\$0.21	\$0.23	\$0.24
• Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	\$0.40	\$0.50	\$0.50
• Use of personal aircraft provided that the manager can demonstrate adequate liability coverage under the requirements of M.S. §360.59, subdivision 10 and the State Public Defender has granted approval for the use of the aircraft.	\$0.43	\$0.45	\$0.45
• Use of personal motorcycle or similar two-wheel motorized vehicle.	\$0.13	\$0.15	\$0.15

When a manager does not report to the permanent work location during the day or makes business calls before or after reporting to the permanent work location, the allowable mileage is: (1) the lesser

of the mileage from the manager's residence to the first stop or from his or her permanent work location to the first stop, (2) all mileage between points visited on State business during the day, and (3) the lesser of the mileage from the last stop to the manager's residence or from the last stop to his or her permanent work location.

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

Where anticipated expenses total at least three hundred dollars (\$300.00), the State Public Defender may advance the manager the amount of the anticipated expenses upon the manager's request made a reasonable period of time prior to the travel date. If the amount advanced exceeds the actual expenses, the manager shall return the excess within two weeks of return from travel. The State Public Defender may issue the manager a state-owned credit card in lieu of a travel advance.

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

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

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$15.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$20.00

The metropolitan areas are:

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

The higher meal reimbursement rates also include any location outside the 48 contiguous United States.

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

- Hotel and motel accommodations provided that managers exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the manager does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- Actual, personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three (3) dollars.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00 each week after the first week a manager is in continued travel status.
- Reasonable costs and gratuities for baggage handling.

- Parking fees and toll charges.

Receipts. The State Public Defender may require receipts for any reimbursement requested by a manager under the provisions of this or any other chapter in this plan.

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RELOCATION EXPENSES

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

The State Public Defender and the manager are expected to reach a clear understanding of the relocation expense reimbursement available to the manager before the manager incurs any expenses.

The State Public Defender and the manager shall meet once every 30 calendar days in order to review the manager's progress toward completion of the relocation process as well as actual and anticipated expense claims.

Discretionary Reimbursement. The State Public Defender may reimburse a manager for up to \$12,500 in relocation expenses as provided in this Chapter if one of the following applies:

- the State Public Defender requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment to a new position more than 35 miles from the manager's present work location; or
- a move is incurred as the result of the reassignment, transfer, or demotion to a new position more than 35 miles from the manager's present work location.

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

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

include, but are not limited to, the cost of disconnecting and reconnecting appliances and/or utilities (including the modification of existing gas or electric service to accommodate the manager's existing appliances); fees related to the purchase or sale of a residence (including, but not limited to, attorney's fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees, and government recording and transfer fees); fees for inspections or other services required by state law or local ordinance; the cost of insurance for property damage during the move; the cost of moving up to two (2) automobiles; or other direct costs associated with the rental or purchase of a new residence.

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

- The cost of moving a mobile home if the mobile home is the manager's primary residence.
- Temporary living expenses for the manager under the provisions of Chapter 11, Expense Reimbursement, using one of the following options, which shall be chosen by the State Public Defender after consultation with the manager.

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

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

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

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

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

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

- Travel expenses for the manager’s spouse or same sex domestic partner to travel twice between the old and new work locations prior to the time of the move, including meals, mileage and lodging, not to exceed a total of seven calendar days.
- Travel expenses for the manager’s family or same sex domestic partner from the old work location to the new work location at the time of the move, consistent with the provisions of Chapter 11 on Expense Reimbursement.
- At the option of the State Public Defender, up to \$750.00 for employment assistance provided to the manager’s spouse or same sex domestic partner by an outside agency or resume preparation service, if the spouse or same sex domestic partner were employed in the origin city at the time of the relocation. Services include:
 - skills assessment
 - resume preparation
 - coaching in interview techniques
 - job placement assistance

Third Party Home Purchase Plans.

The State Public Defender may enter into a contract with a relocation company for the purpose of providing the assured sale of a manager’s current residence when the manager is relocating from a depressed housing market.

WORKERS' COMPENSATION; INJURED-ON-DUTY PAY

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

- The manager retains the workers' compensation benefit check and receives payments from sick leave and vacation leave accruals in an amount which will total his or her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the manager (Minnesota Statutes Section 176.021, subdivision 5); or
- The manager retains the workers' compensation benefit check and takes an unpaid workers' compensation leave during the time he or she is unable to work.
- A manager shall return from workers' compensation leave as provided in Chapter 6 upon appropriate release from workers' compensation status provided the manager is able to perform the work satisfactorily and safely as determined by competent medical authority.

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

Insurance. For managers who are off the State payroll due to a work-related injury or work-related disability, all insurance benefits provided under Chapter 9 of this Plan shall continue as long as the manager is receiving worker's compensation payments or is using disability leave.

AMERICANS WITH DISABILITIES ACT

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

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

EARLY RETIREMENT INCENTIVES

Eligibility. In order to be eligible for the early retirement incentive, the manager must be eligible to retire prior to age 65. For purposes of this Chapter, a person retires when the person terminates active employment in State service and either applies for a retirement annuity or requests a withdrawal of shares from the State Unclassified Employees Retirement Program.

Eligibility for the state-paid contribution to the insurance premiums must cease at the end of the month in which the manager turns 65 or is eligible for Employer-paid health or dental insurance from a new employer, whichever occurs first.

This incentive is available to all of the managers covered by this Manager's Plan as listed in Chapter 1.

Early Retirement Incentive. Any manager who attains the age of fifty-eight (58) after July 1, 1998, and before the expiration date of this Plan, and who is covered by the State Employees Retirement System or the State Unclassified Employees Retirement Program or the Public Employees Retirement Association and who is eligible either for an annuity or for a withdrawal of shares from the State Unclassified Employees Retirement Program may elect either during the pay period in which his or her fifty-eighth (58th) birthday occurs or during the pay period in which his or her next anniversary date occurs, to take advantage of the early retirement incentive. Anniversary date, for this purpose, means the date upon which the manager completes his or her next year of state service.

For a manager who elects to exercise the option to retire early, the Employer shall pay the full Employer contribution, in the amount specified in Chapter 9, toward health and dental insurance coverage for the manager and his or her dependents until the manager reaches age 65; provided that on the manager's 58th birthday the Employer is paying the full Employer contribution for health and dental coverage, or that the manager is on an unpaid leave of absence which began not more than six (6) months prior to his or her 58th birthday and during which the manager continued to be covered by the group insurance program under Chapter 9 by paying the premiums for such coverage. The post-retirement health and dental insurance coverage provided to the manager under this section shall be that coverage which the manager was receiving as of the date of retirement, subject to any changes in coverages specified in this Plan.

THE COMMISSIONER'S PLAN
BOARD OF PUBLIC DEFENSE

1

COVERAGE

The Commissioner's Plan of the Board of Public Defense establishes the terms and conditions of employment for all State employees who are not governed by the Managerial Plan. Specifically included are:

- Full-time and part-time Assistant State Public Defenders and their employees;
- Employees of the Administrative Services Office; and
- Full-time and part-time Assistant District Public Defenders who are state employees and their staff who are state employees.

This Plan does not apply to District Public Defenders and their employees in the 2nd and 4th Judicial Districts (Ramsey and Hennepin Counties), except for those hired after January 1, 1999, who are state employees.

This plan is a modification of the Commissioner's Plan prepared by the Minnesota Department of Employee Relations pursuant to Minnesota Statutes Section 43A.18, Subdivision 2 (1997). This plan must be read in conjunction with the other policies set forth in this Manual.

The portions of the Commissioner's Plan of the Department of Employee Relations, which have not been adopted by the Board of Public Defense, have been excluded because they refer to classified employment (all State employees of the State Public Defender's Office and of the District Public Defender Offices are unclassified) or because procedures more applicable to the operation of these offices have been adopted in substitution for them.

For purposes of the administration of this Plan, the references to "Appointing Authority" mean the State Public Defender, the Deputy State Public Defender, the Chief District Public Defenders, the Chief Administrator of the Board, or their designees as appropriate.

This Plan provides coverage for the biennium beginning on July 1, 1997, and ending on June 30, 1999. Provisions shall remain in effect after June 30, 1999, until a new Plan for the following biennium is approved by the State Public Defender. This plan is subject to modifications by the Board of Public Defense.

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

State Public Defender
2829 University Avenue SE
Suite 600
Minneapolis, MN 55414

HOURS OF WORK AND COMPENSATORY TIME BANK

Standard Work Schedules. For a full-time employee, the standard work day consists of 8 hours of work within a 24 hour period, exclusive of a duty-free unpaid meal period. The standard work week consists of 5 consecutive days totaling 40 hours. The nature of the work, however, dictates that professional staff's work hours be whatever is needed to properly represent our clients. To the extent that a given professional's hours consistently and meaningfully exceed 40 hours per week, that person is encouraged to discuss the issue with the State Public Defender, Chief District Public Defender or their designee.

An Appointing Authority may establish other daily or weekly work schedules, including four 10-hour days, and shall give affected employees 14 days notice of schedule changes.

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

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

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

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

- **Work Week.** A fixed and regularly recurring period of consecutive calendar days chosen by the Appointing Authority.
- **Work Period.** A fixed and regularly recurring period of time used to determine an employee's eligibility for overtime payments under the Federal Fair Labor Standards Act.
- **Overtime.** All hours worked in excess of the employee's standard work day or 8 hours, whichever is greater, or on a regularly scheduled day off. For the purposes of

this Chapter, all paid leave time (vacation, sick leave, compensatory time off, or paid leaves of absence) shall be considered time worked.

Overtime Rates. Employees are eligible for overtime pay at the rate of straight time only for special assignments outside their normal duties or in emergencies. Overtime payments shall be made at the appropriate overtime rate and shall be in the form of compensatory time off.

COMPENSATORY TIME BANKS

Size of Bank. An employee's compensatory time bank may not exceed 40 hours.

Use of Compensatory Time. Employees shall be permitted to use compensatory time off upon request provided that the request is made 14 or more calendar days in advance and the use of time does not unduly disrupt the operations of the Appointing Authority. The Appointing Authority may waive the 14 day notice requirement. Compensatory time may not be taken during the pay roll period earned.

Liquidation of Compensatory Time Banks. With 35 calendar days notice, the Appointing Authority may liquidate all or a portion of compensatory time banks provided that all employees in the agency are treated in a uniform manner. An employee accepting another position covered by the Commissioner's Plan in another state agency may, at the employee's discretion, liquidate all or a portion of his or her compensatory time bank prior to appointment in the new agency.

Work at Home. The Appointing Authority may grant non-attorney staff the ability to work at their home in emergency situations or unusual circumstances, with the approval of the Chief Administrator, provided that 1) the normal work of the office is not adversely affected, 2) the employee provides a detailed work schedule including hours and assignments, 3) the appointing authority can monitor work product and hours, 4) the employee can be readily contacted, and 5) the Administrative Services Office is notified at least 10 working days in advance. Continuation of and conditions of the work at home are at the sole discretion of the Appointing Authority. The Appointing Authority may discontinue or change the employee's work at home at any time by giving the employee ten working days notice of the intent to discontinue or change the employee's schedule. The work at home may not exceed 90 calendar days, and may be extended for an additional 90 calendar days with the approval of the Chief Administrator.

3

HOLIDAYS

Eligibility. All full-time and part-time hourly employees in payroll status who work a regular schedule are eligible for paid holidays except intermittent employees, emergency employees, student workers, interns, and project employees. However, temporary employees shall not be eligible for the floating holiday. Part-time lump sum employees are not eligible for holiday pay.

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

Holiday	1997-98	1998-99
Independence Day	Friday, July 4, 1997	Friday, July 3, 1998
Labor Day	Monday, September 1, 1997	Monday, September 7, 1998
Veterans Day	Tuesday, November 11, 1997	Wednesday, November 11, 1998
Thanksgiving Day	Thursday, November 27, 1997	Thursday, November 26, 1998
Day after Thanksgiving	Friday, November 28, 1997	Friday, November 27, 1998
Christmas	Thursday, December 25, 1997	Friday, December 25, 1998
New Year's	Thursday, January 1, 1998	Friday, January 1, 1999
Martin Luther King Day	Monday, January 19, 1998	Monday, January 18, 1998
Presidents Day	Monday, February 16, 1998	Monday, February 15, 1999
Memorial Day	Monday, May 25, 1998	Monday, May 31, 1999

When any of the above holidays falls on an employee's regularly scheduled day off, the employee's scheduled work day either before or after the holiday, at the option of the Appointing Authority, shall be scheduled as a holiday for that employee, unless other arrangements are agreed to between the Appointing Authority and the employee.

Floating Holidays. Full-time employees and part-time hourly employees working a regular schedule, other than temporary employees, shall receive one floating holiday each fiscal year. However, seasonal employees are eligible for only one floating holiday per season. The employee must request the floating holiday in advance. The holiday shall be taken on an employee's regularly scheduled work day subject to mutual agreement between the Appointing Authority and the employee. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost. The floating holiday cannot be split, but must be taken in its entirety.

Substitute Holiday. The Appointing Authority may designate substitute or floating holidays for the observance of Veteran's Day, President's Day and the day after Thanksgiving.

Holiday Pay Entitlement. In order to receive a paid holiday, an employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). Temporary and intermittent employees are not eligible for holiday pay. Intermittent employees not scheduled to work a regular shift are not eligible for holiday pay. In the event an employee dies or is mandatorily retired on a holiday or holiday weekend, the employee shall be entitled to be paid for the holiday(s).

Holiday Pay. Holiday pay shall be the employee's regular hourly rate of pay multiplied by the number of hours in his or her normal work day and shall be paid in cash.

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

Full-time employees working compressed work weeks (e.g., four 10 hour days) receive holiday pay based on the number of hours the employee would have been scheduled to work had there been no holiday.

Work on a Holiday. An employee who works on a designated holiday shall be compensated at the appropriate regular rate for all hours worked and granted an alternate holiday at the Appointed Authority's discretion. This option shall not be available for employees who work less than their normal work day on a holiday. The alternate holiday must be used within 120 days of the pay period in which it was earned.

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

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

4

VACATION LEAVE

Eligibility. All full-time and part-time hourly employees working a regular schedule who are appointed for a period in excess of 6 months and are in payroll status, are eligible after completion of the first 6 months of State service to accrue vacation leave except intermittent employees, emergency employees, temporary employees (6 months or less), student workers, interns, and project employees. Part-time lump-sum employees are not eligible for vacation leave.

Vacation Accrual. A full-time employee shall accrue vacation leave each pay period according to the rates provided below. After completion of the first 6 months of State service, an employee shall be credited with vacation leave back to the date of hire in an eligible position. An employee being paid for less than a full 80 hour pay period Version date: January 20, 1999 shall have his or her vacation accrual pr with the schedule provided in Appendix A.

VACATION ACCRUAL SCHEDULE FOR FULL-TIME EMPLOYEES

<u>Length of Service</u>	<u>Employees</u>
0 through 5 years	4 hours
After 5 through 8 years	5 hours
After 8 through 10 years	7 hours
After 10 through 12 years	7 hours
After 12 through 18 years	7.5 hours
After 18 through 25 years	8 hours
After 25 through 30 years	8.5 hours
After 30 years	9 hours

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

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

"Length of Service" may also include time spent in other Minnesota State government positions or public jurisdictions as stated below:

1. An eligible employee who moves without a break in service to a Commissioner's Plan position from any other position in Minnesota State government, shall have his or her

length of service and accumulated vacation leave transferred.

2. An eligible employee who is appointed to a Commissioner's Plan position within four years from the date of separation in good standing from any position in Minnesota State government shall accrue vacation leave according to the length of service the employee had attained at the time of separation.
3. A former Legislator who is appointed to a Commissioner's Plan position within four years of the end of his or her term in the Legislature shall receive full credit for his or her length of service in the Legislature.
4. An employee who is appointed to a Commissioner's Plan position within four years of separation from another public jurisdiction may, at the Appointing Authority's discretion, transfer length of service credit for purposes of vacation accrual.

Employees who qualify under these provisions may have their length of service adjusted, prospectively, effective the date they provide documentation of qualifying previous employment.

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

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

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

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

Vacation Charges. An employee who uses vacation leave shall be charged only for the number of hours he or she would have been scheduled to work during the period of absence. Vacation leave shall not be granted in increments of less than one-half hour except to permit use of lesser fractions that have been accrued. Holidays that occur during vacation periods shall be paid as holidays and not charged as vacation leave.

Vacation Accumulation. Vacation leave may be accumulated to any amount provided that once during each fiscal year each employee's accumulation must be reduced to 260 hours or less at the end

of the payroll period. For this purpose, the employee's balance at the end of the payroll period is the vacation balance after the deduction of hours used that pay period and before the addition of accrued vacation hours earned during the pay period. If this is not accomplished prior to the end of the fiscal year, the employee's balance shall automatically be reduced to 260 hours.

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

Vacation Leave Upon Separation. An eligible employee who separates from State service shall be compensated in cash, at the employee's current rate of pay for all accumulated and unused vacation leave at the time of separation to a maximum of 260 hours. However, the maximum cap shall not apply in situations where the payout is due to the employee's death. Vacation leave may not be used alone or in combination with unpaid leave on separation from the state service to extend insurance coverage.

Transfer/Restoration of Vacation Hours. An eligible employee who moves without a break in service to a Commissioner's Plan position from any other position in State government, shall have his or her accumulated vacation leave balance transferred. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, leave balances shall be transferred in amounts equal to what the employee would have accumulated under this Plan.

Conversion of Accumulated Vacation to Deferred Compensation. Once in each fiscal year, an employee may convert a portion of his or her accumulated vacation to a contribution to a deferred compensation plan for which the State provides payroll deduction. Each employee may convert up to 1 hour of vacation for each 3 hours of vacation taken in the previous fiscal year, provided that an employee may not convert more than 40 hours per fiscal year. Vacation hours donated to other employees, hours lost due to limits on vacation balances, hours paid off, and hours converted to deferred compensation do not count as hours taken for purposes of determining how many hours employees may convert in the next fiscal year.

Employees may not convert vacation leave to a deferred compensation plan during the split pay period which begins in J and ends in July. Contributions to deferred compensation plans made through the conversion of vacation hours are subject to all of the rules and regulations of the respective plans.

5

SICK LEAVE

Eligibility. All full-time employees and part-time hourly employees working a regular schedule who are appointed for a period in excess of 6 months and are in payroll status, are eligible to accrue paid sick leave as provided in this Chapter except intermittent employees, emergency employees, temporary employees for 6 months or less, student workers, interns, and project employees. Part-time lump sum employees are not eligible for sick leave.

Sick Leave Accrual and Accumulation. A full-time employee shall accrue sick leave at the base rate of four hours per pay period until 900 hours have been accumulated. After 900 hours have been accumulated, an employee shall accrue sick leave at the rate of two hours per pay period and credited to a sick leave bank. An employee whose sick leave balance falls below 900 hours shall again accrue sick leave at the appropriate rate until his or her accumulation again reaches 900 hours.

Effective January 7, 1998, after 900 hours have been accrued, employees shall continue to accrue sick leave at the rate of four hours per pay period. Effective at the end of the pay period ending January 6, 1998, the number of hours credited to the employee's sick leave bank shall be multiplied by two.

An employee being paid for less than a full 80 hour pay period shall have his or her sick leave accrual prorated according to the schedule in Appendix B.

Employees covered by the Commissioner's Plan on or after January 7, 1998, and who have not had their sick leave bank doubled under the terms of their previous plan or agreement shall have their bank doubled effective with the date of their appointment to a position covered by the Commissioner's Plan.

Transfer/Restoration of Sick Leave Hours. An eligible employee who moves without a break in service to a Commissioner's Plan position from any other position in State government, shall have his or her accumulated sick leave balance and bank, if any, transferred. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance and bank shall be transferred in amounts equal to what the employee would have accumulated under this Plan.

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

An employee who receives severance pay prior to January 7, 1998, and is reinstated or reappointed on or before January 6, 1998, shall have his or her sick leave balance restored at sixty percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed 900 hours) plus seventy-five percent of the employee's accumulated but unused sick leave bank.

An employee who receives severance pay prior to January 7, 1998, but returns to State service on or after January 7, 1998, shall have his or her sick leave balance restored at sixty percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed 900 hours) plus one hundred fifty percent of the employee's accumulated but unused sick leave bank.

An employee who receives severance pay on or after January 7, 1998, shall have his or her sick leave balance restored at sixty percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed 900 hours) plus eighty seven and one-half percent of the employee's accumulated but unused sick leave bank.

An eligible employee who was employed within the last year in another public jurisdiction may be credited with up to 80 hours (10 days) of sick leave earned in that jurisdiction at the discretion of the Appointing Authority. Such credit shall be reduced proportionately as sick leave is accumulated.

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

- employee illness or disability;
- medical, chiropractic, or dental care for the employee, dependent child living in the household, or minor child whether or not the child lives in the same household as the employee;
- exposure to contagious disease which endangers the health of other persons;
- inability to work during the period of time that the doctor certifies that the employee is unable to work because of pregnancy or child birth;
- illness or disability of a dependent child who is living in the same household as the employee; or
- illness or disability of a minor child whether or not the child lives in the same household as the employee.

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

- illness or disability of family members of the same household, same sex domestic partner or dependents in the same household;
- birth or adoption of the employee's child up to 30 days;

- to arrange for necessary nursing care for members of the family or same sex domestic partner, not to exceed three days; or
- to attend the funeral of a close relative, same sex domestic partner, stepchild, parents or grandparents of the spouse or ward for a reasonable period, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

When used, sick leave shall be first deducted from the 900 hour sick leave balance. When an employee has exhausted his or her sick leave balance, additional sick leave taken shall be deducted from his or her sick leave bank.

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

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

Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. Sick leave shall not be granted for periods of less than one-quarter hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as holidays and not charged as sick leave.

Sick Leave Notice. Sick leave is a personal matter. An employee of the State Public Defender's Office planning on taking sick leave should notify the State Public Defender that they plan to take sick leave and the reasons therefore. This information and any information concerning the reasons for sick leave are confidential. In the Administrative Services Office, the Chief Administrator shall implement the sick leave policy. In the district defender offices, the Chief District Public Defender shall implement the sick leave policy.

6

OTHER LEAVES OF ABSENCE

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

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

- Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the employee's State job. The employee shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any employee who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave, leave of absence without pay, or compensatory time unless, by mutual consent with the Appointing Authority, the employee is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- Jury duty leave for time to serve on a jury provided that when not impaneled for actual service, but only on call for service, the employee shall report to work. A copy of the summons must be attached to the employee's time sheet.
- Election Judge leave for purposes of serving as an Election Judge in any election. The employee must request the leave at least twenty (20) calendar days in advance.
- Military leave in accord with Minn. Stat. Section 192.26 for members of a reserve component of the armed forces of this State or of the United States who are ordered by the appropriate authorities to active service or to attend a training program. This leave shall be limited to 15 working days per calendar year. The employee must inform the Appointing Authority within seven (7) calendar days of receiving notification of duty. A copy of the military orders must accompany the employee's time sheet.
- Voting time leave in accord with Minn. Stat. Section 204C.04 for employees eligible to vote in a state primary election, a presidential primary election, a state general election or an election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the forenoon of the election day.
- Emergency leave in the event of a natural or man-made emergency if determined by the State Public Defender, after consultation with the Commissioner of Public

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- Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the State Public Defender.
 - Athletic leave in accord with Minn. Stat. Section 15.62 as amended in 1985 to prepare for and engage in world, Olympic, or Pan American games competition.
 - Blood Donation leave to donate blood at an on-site and State Public Defender endorsed program.

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

- Disability leave for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when an employee has exhausted his or her accumulation of sick leave due to an extended illness or injury.
- Family leave to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. The leave shall begin on the date requested by the employee but no later than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the family leave. Sick leave or vacation used following the birth of the child will not have the effect of extending the six-month family leave. Upon request, the Appointing Authority may extend the leave up to a maximum of one year.
- Military leave in accord with Minn. Stat. Section 192.261, Subdivision 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to five (5) years plus any additional time, in each case, as the employee may be required to serve pursuant to law. If such leave results from an order to active service by the appropriate authority, the employee shall continue to accrue vacation and sick leave during the period of active service. Vacation leave may be accumulated to any amount provided that the amount is reduced to 260 hours within two years of the employee's return to State service
- Military leave in accord with 38 U.S.C. 2024(d) for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the employee being permitted to return to the employee's position with such seniority, status, pay, vacation and sick leave as such employee would have had if the employee had not been absent due to service under 2024(d). The employee must inform the Appointing Authority within seven (7) calendar days of receiving notification of duty. Vacation leave may be accumulated to any amount provided that the amount is reduced to 260 hours within two years of the employees return to State service.

- Political process leave in accord with Minn. Stat. Sections 202A.135 and 202A.19, Subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committees of a major political party if the employee is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the employee is a convention delegate or alternate, provided that the leave is requested ten days prior to the leave start date.
- Public office leave in accord with Minn. Stat. Section 43A.32, Subdivision 2:
 - upon assuming an elected Federal or an elected State public office other than State legislative office;
 - or if elected to State legislative office, during times the Legislature is in session; or
 - upon assuming any other elected public office if, in the opinion of the State Public Defender, the holding of the office conflicts with the employee's regular State employment; or
 - at the employee's request upon filing as a candidate for any elected public office or any time during the course of the employee's candidacy.
- VISTA or Peace Corps leave for a period not to exceed four years.

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

- Salary savings leave provided that an Appointing Authority shall not hire a replacement for an employee on temporary leave. An employee on temporary leave shall, if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the employee's return from leave.
- Personal leave for any reason for a period of up to one year subject to annual renewal at the Appointing Authority's discretion.
 - Temporary leave for the employee to study for and/or take the Minnesota Bar exam.

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

Return From Leave. An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from State service. An employee returning from a leave of absence of two months or more shall notify the Appointing Authority at least two weeks prior to the intended date of return. An employee shall be entitled to return from an approved leave of absence to a vacant position. If a vacant position is not available, the Appointing Authority may offer the employee any other vacant position with comparable duties and pay for which the employee is qualified. If no such vacant position is available and/or offered, the Appointing Authority may continue the employee on unpaid leave until such a position becomes vacant. An employee returning from an unpaid leave of absence shall return to the same rate of pay he or she had been receiving at the time the leave commenced plus any non-discretionary adjustments that would have been granted had the employee been continuously employed during the period of absence, or at a higher rate with the approval of the Appointing Authority.

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

Family Medical Leave Act. The Family Medical Leave Act (FMLA) went into effect on August 5, 1993.

Broadly stated, the Family Medical Leave Act provides eligible employees with paid or unpaid leave for up to 12 weeks in a 12 month period for the birth or adoption of a child, for the care of a child, spouse, or parent who has a serious health condition, and for serious illness of an employee. It also entitles employees to job protection and employer paid insurance during the period of a qualifying leave. The State has established that the 12 month period coincides with the State's fiscal year.

The Family Medical Leave Act should not be considered a form of leave in itself, but a "condition" of leave already available under this Plan.

If an employee requests a leave under the Family Medical Leave Act, the Appointing Authority should:

- verify that the employee is eligible;
- ask the reason for the leave solely for purposes of determining whether the leave is FMLA qualifying and/or whether an employee is eligible for paid or unpaid time off under this Plan;
- request medical documentation for leaves due to an employee's medical condition or care of a seriously ill family member;

- grant the appropriate form of leave authorized under this Plan if it qualifies under the Family Medical Leave Act.

If an employee requests paid or unpaid leave the Appointing Authority will:

- verify that the employee is eligible;
- ask the employee, “Is this request for time off for the purposes of an FMLA qualifying event?”;
- if the employee answers “yes,” ask the reason for the leave solely for the purpose of verifying that it is FMLA qualifying and to determine whether the employee is eligible for paid or unpaid time off under this Plan;
- request medical documentation for leaves due to employee’s medical condition or care of seriously ill family member;
- designate the requested leave as qualifying under the Family Medical Leave Act if appropriate.

Complete and retrievable records should be maintained on all the Family Medical Leave Act leaves, requests and disputes.

Several points should be kept in mind when administering the Family Medical Leave Act;

- Paid leave counts toward the total 12 weeks and sick leave must be taken for an FMLA qualifying reason.
- Employees currently on paid/unpaid leave may qualify for FMLA.
- Accurate records must be kept for all requests and uses of FMLA qualifying paid and unpaid leave.
- Medical documentation may be requested consistently for all appropriate FMLA qualifying leaves.
- The Family Medical Leave Act in no way diminishes an employee’s right to leave.
- Employees not returning to work for an amount of time equal to the time taken under the FMLA are responsible for reimbursing the employer cost of insurance premiums paid while on leave.

- Employees who do not return to work for a minimum of 30 calendar days after a leave will be liable for repayment of employer paid insurance premiums.

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EMPLOYEE DEVELOPMENT AND CAREER ADVANCEMENT

Position Descriptions and Performance Standards. Every new employee shall be provided with a position description and performance standards or objectives which accurately reflect his or her duties and the expectations of the Appointing Authority.

Performance Appraisal. Performance appraisals for full and part time hourly employees shall be conducted at least once per year. Upon request, an employee shall receive a copy of a written appraisal and shall have the opportunity to review and comment in writing on the performance rating and to sign the appraisal as indication of having read the appraisal, participated in the performance appraisal process, and had the opportunity to comment.

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

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

All Other Training. An employee may request to attend a specific training activity. If, in the judgment of the Appointing Authority, the requested course, workshop, conference, or seminar will better prepare an employee to perform his or her current or projected responsibilities and if staffing needs and budgetary resources permit, the Appointing Authority may approve the employee's request for training and provide release time and/or reimbursement. An employee must successfully complete the training to be eligible for reimbursement. Expenses incurred shall be reimbursed in accord with Chapter 13. With the prior approval of the Appointing Authority, an employee required to attend continuing education courses in order to maintain professional licensure necessary to his or her State employment may be released from work to attend courses determined to be relevant to the job.

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

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

Mobility Assignments. To broaden their work experiences and expand their prospects for State jobs, employees may participate in inter-agency, inter-jurisdictional, or private-public mobility assignments. Such mobility assignments must be approved by the current and new Appointing

Authorities and must be consistent with provisions of Minnesota Statutes Sections 15.51-15.59.

The State Employee Assistance Program (EAP). Individual, Family or Workplace Problems May Call for Professional Help

Each of us - regardless of our position or job - may face a variety of problems in our daily lives. Usually we can work them out. But sometimes our problems become too much to handle and begin to affect personal happiness, family relationships, performance at work, even our health. When this happens, we may consider seeking professional help. And that's why the State of Minnesota created its Employee Assistance Program. (EAP)

EAP is a worksite-based resource designed to assist in the identification and resolution of personal, family and worksite problems faced by state employees. This statewide professional service is offered free of charge so that employees and their families can get help when they need to - easily, confidentially and voluntarily.

Call EAP When Help is Needed! In the Twin Cities-Metro Area, employees and agencies in need of professional help can get more information or arrange an appointment by calling EAP at **651-296-0765**. Elsewhere in Minnesota call **800-657-3719**. Those who call should identify themselves as state employees who wish to use EAP services.

Information, Assessment & Referrals for Personal Problems:

Troubled Relationships
Grief and Loss Issues
Chemical Abuse/Addictive Behaviors
Family Care Issues
Serious and Persistent Mental Health Problems
Depression and Anxiety
Legal or Financial Problems
Difficulty Balancing Demands

Counseling & Coaching To Help Address Workplace Issues:

Personal Problems that Affect Work Performance
Harassment
Power Struggles
Mid-Career Burnout/Motivation Issues
Conflict with Co-Workers or Supervisors
Workplace Crises

Management/Organizational Consultation Regarding Employee/Work-Group Problems:

Interpersonal Conflict
Workplace Communications
Change/Transition Issues
Problem-Solving Processes
Critical Incidents & Threats
Performance Management Issues
Resource Referrals

8

LIMITED INTERRUPTIONS OF WORK AND PERMANENT NON-DISCIPLINARY SEPARATIONS

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

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

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

Retirement. An employee subject to mandatory retirement shall retire by the end of the day he or she is compelled to retire in accord with applicable law.

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

Termination of Temporary, Emergency or Provisional Appointment. An employee working in a temporary, emergency or provisional appointment may be terminated at any time by the Appointing Authority and shall have no further rights to State employment.

TERMINATION, REDUCTION IN HOURS OR PAY, AND INVESTIGATORY SUSPENSION

Termination, Reduction in Hours or Reduction in Pay Due to Legislative Action. In the event of reorganization or legislative action reducing or restricting funding to the Board of Public Defense, at the discretion of the Appointing Authority, an unclassified employee of the Board of Public Defense may have his or her employment terminated, his or her normal work schedule reduced, or reassigned, or have his or her pay reduced. For the purposes of this Chapter, the Appointing Authority of a District Public Defender Office shall be the Chief District Public Defender; for the State Public Defender's Office (Appellate Office), it shall be the Deputy State Public Defender; and for the Administrative Services Office, it shall be the Chief Administrator.

Termination, Reduction in Hours or Reduction in Pay not due to Legislative Action.

1. At the discretion of the Appointing Authority an unclassified employee may have his or her employment terminated, or be subject to other employment action. Any unclassified employee subject to action under this paragraph may request in writing reconsideration of the action within five working days of the notification and shall be afforded an opportunity to meet with the State Public Defender (or designee). The State Public Defender (or designee) after being presented with the employee's reasons in writing as to why the action should not have been taken, shall investigate the termination and provide to the employee a written review and decision within thirty (30) working days.
2. Nothing in this section shall be construed to limit the authority of the Appointing Authority from taking any personnel action not specified herein, at the discretion of the Appointing Authority.

Investigatory Suspension. The Appointing Authority may place an unclassified employee covered by this plan who is the subject of a disciplinary investigation on an investigatory suspension with or without pay provided a reasonable basis exists to warrant such suspension. If, as a result of the investigation, no discipline is imposed on the unclassified employee, he or she shall be reimbursed for all lost pay. No reimbursement shall be made in the event of a termination. An unclassified employee on unpaid investigatory suspension shall continue to receive State paid insurance benefits as provided in the Board of Public Defense Compensation Plan.

10

GRIEVANCE PROCEDURES

Scope.

1. Suspensions, reductions in pay or hours, transfers, reassignments, demotions and terminations shall not be subject to a grievance procedure; such actions shall be governed by the provisions of Chapter 9 relating to Termination, Reduction in Hours or Pay and Investigatory Suspension. An oral or written reprimand is not subject to a grievance procedure.
2. Any unclassified employee who is aggrieved by an action contrary to the provisions of this Personnel Manual shall have the right to file a grievance, except that an unclassified employee shall not have the right to file a grievance in response to a performance evaluation, unless it is alleged that the evaluation was based on factors other than the employee's performance.
3. Any allegation of sexual harassment shall be filed directly with the Chief District Public Defender or the Chief Administrator of the Board of Public Defense or the State Public Defender, who shall immediately investigate the allegation and report to the appropriate administrative authority.

Grievance Resolution.

1. It is expected that employees will first attempt to resolve problems with their immediate supervisor. Employees wishing to express a grievance shall bring the matter to the attention of their immediate supervisor, in writing, within five working days of the incident or occurrence giving rise to the grievance. The immediate supervisor shall attempt to resolve the grievance as informally as possible; however, a written response shall be presented.
2. If the grievance is not resolved to the employee's satisfaction within five working days after it is expressed to his or her immediate supervisor, the employee may present the grievance in writing within ten working days to the Appointing Authority of the office. For the purposes of this Chapter, the Appointing Authority of a District Public Defender Office shall be the Chief District Public Defender; for the State Public Defender's Office (Appellate Office), it shall be the Deputy State Public Defender; and for the Administrative Services Office, it shall be the Chief Administrator. The Appointing Authority shall investigate the grievance, attempt to resolve it, and provide the employee with a written decision within ten working days after its presentation.
3. If the grievance is not resolved to the employee's satisfaction within ten working days after presenting it to the Appointing Authority, the employee may present the grievance in writing within ten work days to the State Public Defender (or designee) who will review the entire

matter, conduct whatever investigation is deemed appropriate, and issue a decision in writing within twenty working days following presentation of the grievance. This determination shall be final.

Records.

All written grievances and written responses thereto shall be submitted to the Administrative Services Office by the involved supervisors and shall be placed in the employee's personnel file.

INSURANCE

Section 1. State Employee Group Insurance Program. During the life of this Plan, employees are eligible to participate in the State Employee Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Chapter.

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

A. **Employees - Basic Eligibility.** In general, full-time and part-time hourly Assistant District Public Defenders and Assistant State Public Defenders may participate in the Group Insurance Program.

Non-attorney staff employees may participate in the Group Insurance Program if they are scheduled to work at least 1,044 hours in any twelve consecutive months, except for (1) emergency, temporary and intermittent employees; (2) student workers hired after July 1, 1979; and (3) interns.

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

1. **Job-sharing Employees.** Consistent with Minn. Stat. Section 43A.44, Subdivision 2, an employee in the State job-sharing program may participate in the Group Insurance Program.
2. **Employees with a Work-related Injury/Disability.** An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.
3. **Totally Disabled Employees.** Consistent with Minn. Stat. Section 62A. 148, certain totally disabled employees may continue to participate in the Group Insurance Program.
4. **Retired Employees.** An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to receive an annuity under a State retirement program, may continue to participate in the health and dental

coverage offered through the Group Insurance Program.

Consistent with Minn. Stat. Section 43A.27, Subdivision 3, a retired employee of the State who receives an annuity under a State retirement program may continue to participate in the health and dental coverage offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

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

1. **Spouse.** The spouse of an eligible employee (if not legally separated). For the purpose of health insurance coverage, if that spouse works full-time for an organization employing more than 100 people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750.00) or greater deductible through his or her employing organization, he or she is not eligible to be a covered dependent for the purposes of this Chapter. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other.
2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age 18; or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status, who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible for coverage as long as he or she continues to be handicapped and dependent, unless coverage terminates under the contract.

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

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

If both spouses work for the State or another organization participating in the State's

Group Insurance Program, either spouse, but not both, may cover their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent children or grandchildren.

- D. **Continuation Coverage.** Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of the adoption of this Plan, state and federal laws allow certain group coverage to be continued if they would otherwise terminate due to:
- a. termination of employment (except for gross misconduct);
 - b. layoff;
 - c. reduction of hours to an ineligible status;
 - d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
 - e. death of employee; or
 - f. divorce.

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

- A. **Full Employer Contribution - Basic Eligibility.** The following employees covered by this Plan receive the full Employer Contribution:
1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
 2. Employees who are scheduled to work as least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than seventy-five (75) percent basis.
- B. **Partial Employer Contribution - Basic Eligibility.** The following employees covered by this Plan receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverage. The partial Employer Contribution for health and dental coverage is seventy-five (75) percent of the full Employer Contribution for employee only coverage and sixty-five (65) percent of the full Employer Contribution for dependent coverage. For the 1998 plan year, the partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for both employee only and dependent coverage.
1. **Part-time Employees.** Employees who hold part-time hourly, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.

2. **Seasonal Employees.** Seasonal employees who are scheduled to work as least 1044 hours for a period of nine (9) months or more in any twelve (12) consecutive months.
- C. **Special Eligibility.** The following employees also receive an Employer Contribution:
1. **Job-sharing Employees.** Consistent with Minn Stat. Section 43A.44, Subdivision 2, an employee in the State job-sharing program receives a pro rata Employer Contribution according to the share of the job worked. The pro rata Employer Contribution applies only to health and dental coverage; job-sharing employees receive the full Employer Contribution for basic life coverage.
 2. **Work-related Injury/Disability.** An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Chapter 6, he or she shall be eligible for an Employer Contribution during that leave.
- D. **Maintaining Eligibility for Employer Contribution.**
1. **General.** An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one full working day during each payroll period. This requirement does not apply to employees while eligible for workers' compensation payments as described in Section 3D2.
 2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.
 3. **School Year Employment.** If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
 4. **Family Medical Leave Act.** An employee who is on an approved FMLA leave or on a salary savings leave as provided elsewhere in this plan maintains his or her eligibility.

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in section 3, the amount of the Employer Contribution will be determined as follows, beginning on December 24, 1997. The Employer Contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

A. Contribution Formula - Health Coverage.

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee-only premium of the Low Cost Health Plan, or the actual employee-only premium of the health plan chosen by the employee.
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Low Cost Health Plan, or the actual dependent premium of the health plan chosen by the employee.
3. **Low Cost Health Plan.** For the purposes of Section 4A, "Low Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee's permanent work location. "Family premium" is the total of the employee premium and the dependent premium.
4. **Employee Work Location.** The Employer Contribution for each employee is based on the employee's home county or the county of the employee's permanent work location on the effective date of each new insurance year. If the health plan an employee is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

B. Contribution Formula - Dental Coverage.

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

percent of the cost.

Section 5. Coverage Changes and Effective Dates.

- A. **When Coverage May Be Chosen.** An employee must make his or her choice of employee health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the employee will automatically be enrolled in basic life coverage. Employees eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Employees who become eligible for a full employer contribution must make their choice of employee health and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low cost plan in the county of the employee's work location. An employee may change his or her health or dental plan if the employee changes to a new permanent work location, and the employee's current plan is not available at the new work location. An employee who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his or her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

An employee may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child. In addition, an employee may add dependent health or dental coverage within thirty (30) days of the following events:

1. If an employee becomes married, the employee may add his or her spouse and any dependent children or grandchildren.
2. If the employee's spouse loses group health or dental coverage, the employee may add his or her spouse and any dependent children or grandchildren.
3. When an employee acquires their first dependent child, grandchild, or step child, the employee may add dependent coverage to cover both the child and the employee's spouse.

B. **When Coverage May Be Canceled.**

1. **Dependent Coverage.** An employee may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events ~~that~~ are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) calendar days of the event. Life events include, but are not limited to:

- loss of dependent status of a sole dependent;
- death of a sole dependent;

- divorce;
- change in employment condition of an employee or spouse; and
- a significant change of spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

2. **Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of these same life events occurred.

Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

C. **Initial Effective Date.** The initial effective date of coverage under the Group insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the employee's first day of employment, re-employment, re-hire, or reinstatement with the State. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependent's coverage become effective before the employee's coverage.

D. **Delay in Coverage Effective Date.**

1. **Health, Dental, and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minn. Stat. Sections 62A.14 and 62A.141, and children placed for purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, an employee or his or her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the employee's or dependent's hospital discharge. However, initial employee-only coverage may begin if the employee's dependent is hospitalized.

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

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

the employee's return to work.

E. Open Enrollment.

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Plan, and for dental coverage in the first year of this Plan. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on December 24, 1997, in the first year of this Plan, and on January 6, 1999, in the second year of this Plan.
2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5E1 above, make certain changes: (1) a former employee or dependent on continued coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the Plan.

- C. Coverage Selection Prior to Retirement.** An employee who retires and is entitled to receive an annuity under a State retirement program may change his or her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverages.

A. Employee and Family Health Coverage.

1. **Coverage Options.** Eligible employees may select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health plan.
2. **Coordination with Workers' Compensation.** When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to Minn. Stat. Section 176.191, Subdivision 3.
3. **Health Promotion and Health Education.** The Department of Employee Relations

recognizes the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:

- a. **Develop Programs.** The Department of Employee Relations will develop and implement health promotion and health education programs, subject to the availability of resources.

Program topics shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.

- b. **Health Plan Specification.** The Department of Employee Relations will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.
- c. **Employee Participation.** Health promotion and health education programs that have been endorsed by the Department of Employee Relations will be considered to be non-assigned job-related training. Approval for this training is at the discretion of the State Public Defender and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including travel time, in lieu of reimbursement.

B. Employee and Family Dental Coverage.

1. **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Department of Employee Relations, including health maintenance organization plans, the State Dental Plan, or other dental plans.

C. Employee Life Coverage.

1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures.

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

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

Section 7. Optional Coverages. An employee who takes an unpaid leave of absence may discontinue premium payments on optional policies during the period of leave. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the

leave. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

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

The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA) leaves.

A. Life Coverage.

1. **Employee.** An employee may purchase up to three hundred thousand dollars (\$300,000) 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 or two hundred thousand dollars (\$200,000), whichever is less, in optional employee life coverage within sixty (60) days of hire without evidence of insurability.
2. **Spouse.** An employee may purchase up to three hundred thousand dollars (\$300,000) life insurance coverage for his or her spouse, in increments established by the Employer, subject to satisfactory evidence of insurability except that a spouse may not be covered for an amount greater than the employee. A new employee may purchase either five thousand (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) days of hire without evidence of insurability.
3. **Children/Grandchildren.** An employee may purchase life insurance in amounts of ten thousand dollars (\$10,000) as a package for all eligible children/ grandchildren (as defined in Section 2C of this Chapter). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) days of employment. Child or grandchild coverage commences fourteen (14) days after birth.
4. **Waiver of Premium.** In the event an employee becomes totally disabled before age

seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.

5. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional life insurance for a minimum of five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

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

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

B. **Disability Coverage.**

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to three thousand dollars (\$3,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) calendar days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Coverage applied for within sixty (60) calendar days of hire or becoming insurance eligible does not require evidence of insurability.
2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term

disability coverage that provides benefits of from two hundred dollars (\$200) to two thousand dollars (\$2,000) per month, based on the employee's salary, commencing on the 181st day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the Certificate of Coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.) May result in a reduction of the monthly benefit levels purchased. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

Section 8. Employee Group Insurance Eligibility Standards

Eligibility. Employees in Judicial District Offices and Assistant Public Defenders paid on a biweekly lump sum basis are eligible to participate in the Minnesota State Employees Group Insurance Program as offered by the Board of Public Defense.

Independent Contractors are not considered employees for any purpose including participation in the State of Minnesota Group Insurance Program.

Coverage will not be extended to public defenders and staff in the Second and Fourth Judicial District Public Defender Offices. These individuals continue to be County employees for these purposes and are included in group insurance programs offered by their respective Counties. Coverage will be extended, however, to employees in the Second and Fourth Judicial District Public Defender Offices who are hired after January 1, 1999, as state employees.

Benefits. Group insurance and benefits will be those outlined in the Commissioner's Plan for similarly situated State employees. The extent of benefits and offerings are limited to those outlined in the Commissioner's Plan as amended and approved by the Board of Public Defense.

Initial Eligibility. For part-time assistant Public Defenders of a Judicial District public defender office to be eligible for group insurance benefits through the State Employee Group Insurance Program, one of the following will have to apply:

1. The individual and the Chief District Public Defender agree in writing that the assistant public defender will provide a minimum of 910 hours of public defense work during

the fiscal year.

The minimum hour requirement is fifty (50) percent of a full-time equivalent attorney as determined by the Board's Weighted Caseload Study (1,700 billable hours), plus administration and training time (120) hours, as outlined in the Weighted Caseload Study.

If the number of hours provided by the public defender in a fiscal year is 25% less than the number of hours agreed upon, the Chief District Public Defender shall provide the Board with 1) a written explanation of why the additional hours were agreed upon, and 2) how the additional hours needed will be paid for; or

2. The individual will have had coverage under a County based group insurance plan during the prior fiscal year, and will have elected coverage through the State during the annual Open Enrollment period. Eligibility for insurance shall be governed by the policies outlined below.

Employees Currently Covered Under County Insurance Plans. Assistant Public Defenders currently receiving benefits through a County may elect to be covered under the State Employee Group Insurance Program during the State's Open Enrollment period.

Assistant Public Defenders currently participating in County programs may continue participating in the County programs with an employer contribution similar to that of non-union County personnel with similar eligibility requirements.

The Board may, on an annual basis, review Employer Contributions and Eligibility Policies regarding County insurance programs. The Board may redefine the Employer Contribution and Eligibility Requirements in order to maintain equity of compensation across District lines, and to control costs.

New Hires. Employees hired after July 1, 1993, may only participate in the State Employee Group Insurance Program. Employees hired after July 1, 1993, become eligible for participation if they agree in writing to provide for the minimum number of hours necessary to participate in the State Employee Group Insurance program (910). New employees must meet eligibility criteria as established by the Board.

Contribution Formula. The contribution for health and dental insurance shall be as outlined in this Chapter.

Eligibility for Employer Contribution. Employees receive the full Employer Contribution if they have agreed in writing with the Chief District Public Defender to provide 1,365 or more hours of public defense work during the fiscal year. Employees contracting for 910 to 1,364 hours during the fiscal year receive the full Employer Contribution for Basic Life, and at the employee's option, a partial Employer Contribution for health and dental coverage. For the 1998 plan year the partial

contribution is seventy-five (75) percent of the full Employer Contribution.

Employer Contribution.

<u>Annual Hours</u>	<u>Employer Contribution Provided by the Board</u>
0-909	Not Insurance Eligible
910-1,364	75%
1,365 and Over	100%

Participation. All individuals who agree in writing to provide 1,365 or more hours of public defense work during a fiscal year are eligible for a full Employer Contribution in the State Group Insurance plan. Failure to enroll during the Board's initial enrollment period, or during the time of initial employment, disqualifies the individual from any future participation in the State Group Insurance Program offered through the Board of Public Defense.

Individuals agreeing to provide 910 to 1,364 hours of public defense service annually may refuse coverage, but must sign an affidavit prepared by the Board stating that they are refusing coverage, with the understanding that coverage can only be gained at a future date during the Open Enrollment Period **or** if there is a "life event" as defined by the Commissioner's Plan.

Dependent Coverage. The spouse of an eligible employee (if not legally separated) is an eligible dependent as provided in this chapter.

If both spouses are employed by the State, the University of Minnesota or another organization participating in the State Employee Group Insurance Program, neither may cover the other as a dependent, unless one spouse is not eligible for a full employer contribution. Also, only one spouse may cover eligible children or grandchildren.

County of Eligibility. The County of Eligibility for determination of the Employer Contribution is the County in which the employee resides or where the employee's primary work station is located.

Annual Review. By October 1st of each year, the Chief District Public Defender shall review the hours reported by employees through the Board of Public Defense management information system to redetermine eligibility and Employer Contributions. The Chief Public Defender shall notify the Board by October 1st of any changes to Employer Contributions or eligibility.

Changes in eligibility and employer contributions will be made based on the number of hours of public defense work provided. These changes will be made beginning with the first full payroll period after the completed review.

Employees hired during the fiscal year will have their hours and eligibility requirements reviewed after the fiscal year in which they are providing service for 12 months.

Exceptions to Minimum Requirements.

A. Illness or Disability. An exception to the requirements of these standards relating to employer insurance contributions may be granted to those employees suffering from an illness or disability as defined within the State of Minnesota and Board of Public Defense policy on the Family Medical Leave Act. In order to qualify for this exception, the employee must notify the Chief District Public Defender in writing by the eighth (8th) working day where there is a loss of time.

The Chief District Public Defender shall immediately notify the Administrative Services Office of the beginning day of any lost time by the employee. For insurance purposes, the "lost time" will begin with the eighth day of time lost. The Chief District Public Defender shall notify the Administrative Services Office when the employee returns to work, and report the total number of hours of lost time. Lost time shall be prorated based on the employee's status and hours agreed upon.

	1,365 hours	910 hours
	75% time	50% time
1 work day equals	6 hours	4 hours

If the assistant public defender's actual hours worked and "lost time" equals or exceeds the hours that have been agreed upon, there will be no change to the employer contribution toward insurance.

B. Carryforward of Hours from Previous Fiscal Year. Notwithstanding any other provision in this Chapter to the contrary, an employee who has agreed in writing to provide the minimum number of hours of public defense work during a given fiscal year (910 hours) and who does not meet the minimum threshold to be insurance eligible but who has worked more than the minimum number of hours in the previous year, may carry over up to 100 hours, if available, from the previous year to the current year for the sole purpose of maintaining eligibility for State Group Insurance benefits.

An employee who has agreed in writing to provide a minimum of 1,365 hours of public defense work during a given fiscal year and who does not meet the minimum threshold to receive the full employer contribution but who has worked more than the minimum number of hours in the previous year, may carry over up to 150 hours, if available, from the previous year to the current year for the sole purpose of maintaining eligibility for the full employer contribution for State Group Insurance benefits.

Employees not Meeting the Minimum Requirements. An employee who has agreed in writing to provide the minimum number of hours of public defense work during a given fiscal year (910) and who does not meet the minimum threshold to be insurance eligible may continue health, dental and life insurance coverages at the employee's expense through the State's C.O.B.R.A. program. The employee shall be subject to all terms and conditions imposed by the Department of Employee Relations for participation in the C.O.B.R.A. program.

If the employee agrees in writing to provide the minimum number of hours and meets or exceeds the

minimum number of hours to qualify for participation in the State Employee Group Insurance Program during the following year, the Board may begin making Employer Contributions starting with the first full payroll period after the review of hours.

An employee who has agreed to provide a minimum of 1,365 hours of public defense work during the fiscal year and who does not meet this minimum standard, shall have the Employer Contribution to insurance coverage reduced to 65%. If during the following fiscal year the employee agrees to provide 1,365 hours and meets or exceeds this amount, the Board may increase the employer contribution starting with the first full payroll period after the review of hours has been completed.

A. Administrative Policies and Procedures Affecting State Part-time Employees Under the Jurisdiction of the board of Public Defense.

- All part-time State employees who are insurance eligible should be encouraged to apply for short term and long term disability insurance through the State Employees Group Insurance Program.
 1. Participation in this program, while it cannot be made mandatory, will be the only way in the future that an employee can insure that an income stream will continue, if a debilitating act should occur. It is important, therefore, that all District Chief Public Defenders encourage their part-time employees to immediately consider participating in this program. It is equally important that all new part-time employees be given this same information.
- If a part-time lump-sum attorney who is a state employee is unable to provide services because of a debilitating act, the Chief Public Defender of the district shall be responsible for immediately notifying the Administrative Services Office of the date of that act.
 1. The Board cannot pay lump sum part-time employees for time that they are not providing public defense services.
 2. Non-payment will begin with the first day of the new payroll period following the reporting date of the debilitating act by the Chief Public Defender.
- State lump sum part-time employees who have provided a minimum of 910 hours of service during the prior fiscal year shall be eligible to apply for up to twelve weeks of unpaid leave through the Family Medical Leave Act.
 1. If the application for leave is approved, the board will continue to pay the employer share of the employee's medical and dental insurance coverage, subject to state regulations.
- If for any reason, a State lump sum part-time employee does not participate in the short-term or long term disability insurance program or is not eligible for the Family Medical Leave Act, that employee is eligible to participate in the State's C.O.B.R.A. insurance program.
 1. The C.O.B.R.A. program allows for an employee to continue his or her insurance benefits for a period of up to eighteen months at the employee's expense.
 2. Continuation of insurance benefits under the C.O.B.R.A. program is dependent upon the employee paying the premiums for this program. (The employer does not make any payments for the C.O.B.R.A. program.)

SALARY ADMINISTRATION

General. The State Public Defender, subject to the approval of the State Board of Public Defense, shall maintain a salary plan for all State employees, and the Office of the State Public Defender including the Administrative Services Office. This plan shall provide a minimum and maximum rate of pay for each position and a process to accomplish salary adjustments within these ranges.

Salary Ranges. Each employee is assigned to a specific position at the time he or she is hired. The Appointing Authority may, when appropriate, reassign regular employees to different positions. The State Public Defender shall set a salary range for each position, except those for which a salary rate or range is established by law. Each position's salary range shall be represented by a salary range chart illustrating the salary range as a series of steps in salary from the minimum in the range to the maximum in the range. Increases or decreases in salary may be awarded in increments less than one full step.

Revisions of the Salary Ranges. The State Public Defender may make revisions in salary ranges which seem desirable due to changes in living costs, availability of labor supply, prevailing rates of pay, and the state's financial condition. It is anticipated that the ranges will ordinarily be automatically adjusted upward yearly to reflect cost of living salary increases.

Administration of the Plan. Each employee shall be paid within the salary range adopted for his or her position. An employee's salary rate may not exceed the upper limit of his or her job's salary range except as provided in this plan or by law.

Cost of Living Salary Adjustments. To the extent possible within the limits of available funds, each employee may receive a yearly adjustment to his or her salary equal to the increase in the cost of living as determined by the Board of Public Defense. This increase will be provided to all employees regardless of the date they begin employment with this office.

Stability Pay. Stability pay is an annual, lump sum payment paid to full-time employees who have reached the top salary limit available in their job's salary range. It is the policy of the Board of Public Defense to pay stability pay to employees who have served more than five (5) years in the employment of the State of Minnesota, who have reached the top limit of their job position's salary range, and who would otherwise qualify for a merit increase based on the standards articulated above. The stability pay plan will be administered as follows:

When an employee has reached the top of his or her job position's salary range and completed a minimum of five (5) years of employment with the State of Minnesota prior to the commencement of the current fiscal year, he or she shall receive a stability payment of two and one-half (2½) percent

of his or her annual current base rate of pay, limited to the maximum specified below. For each additional year of full-time service after five (5) years, the employee shall qualify for an additional one-half of one (0.5) percent up to and including his or her tenth year. For all service after ten (10) years, the stability payment shall continue at the rate established for the tenth year, that is, five (5) percent.

For purposes of stability pay eligibility, an employee will be deemed to have reached the top of his or her salary range if the maximum merit increase they can receive before reaching the top of his or her salary range is one (1) percent. If an employee who is eligible for stability pay is placed in a new job position, and if that employee is not at the top of the salary range for that position, he or she will lose his or her eligibility for stability pay until they reach the top of his or her new pay range.

The stability payment shall be computed based on an employee's current annual salary except that the computation of the adjustment shall be limited to a maximum annual salary of \$15,000 through the tenth year of service, \$16,000 after 11 years, \$17,000 after 12 years, \$18,000 after 13 years, \$19,000 after 14 years and \$20,000 after 15 or more years. An employee eligible for stability pay shall receive the payment in a lump sum at the time of other annual salary adjustments.

The following schedule will represent the basis for calculation:

Years of service 5 6 7 8 9 10 or more

Percent of annual
salary 2-1/2 3 3-1/2 4 4-1/2 5

All Salaries and Salary Adjustments are Dependent Upon Available Funding. It is the policy of the State Public Defender to administer employee salaries upon the terms stated to the extent that available funding permits. All cost of living or merit salary increases, stability pay, and maintenance of salaries at their present levels, are ultimately contingent upon the funding provided by the State Legislature. In the event that insufficient money is provided to meet the expectations for salary and stability pay, or to meet the present salary levels, the State Public Defender may make such adjustments as he or she deems appropriate to carry out the mission of that office.

Salary Decreases Due to Inadequate Performance. The salary of any regular employee may be reduced for unsatisfactory performance as indicated by performance evaluations or other pertinent data. This is a significant penalty only exceeded by termination of the employee and will be taken only in extreme circumstances.

Promotions. Changes in job classification are promotional in nature. There is no expectation that when an employee meets the experience level required by a more senior job position he or she will be placed in the more senior position.

Salary Range Adjustment Meeting and Recommendations. All salary ranges will be automatically adjusted to reflect any cost of living increases permitted by the Board of Public Defense. The State Public Defender shall determine whether any adjustments of salary ranges for any

job positions are appropriate. If any other salary range adjustments are deemed appropriate, they shall be submitted to the Administrative Services Office of the Board of Public Defense for consideration.

Performance - Based Salary Increases. Each regular employee may advance through his or her salary range by performance-based salary increases, also known as merit increases, granted by the Appointing Authority. These increases will be based upon the performance of the employee as reflected in his or her annual evaluation.

Annual merit increases of two (2) or four (4) percent will be awarded employees who fully meet the expectations set forth in their detailed job description, within the limits of the salary range for their position (this is the same as one half or one full step on the employee salary range chart). Employees who have reached the upper limit of their salary range will not receive merit increases but will be eligible for stability pay if they meet the criteria for stability pay (discussed above). Employees who significantly exceed the high expectations of job performance demanded by the State Public Defender may be awarded an additional merit increase of up to four (4) percent annually within the limits of their job's salary range. Employees who fail to fully meet the expectations set forth in their detailed job description can have their salary reduced (discussed below), be denied a merit increase, or awarded an increase of less than four (4) percent.

In determining the amount of merit increase, if any, to award an employee, the Appointing Authority shall rely upon the annual evaluation of that employee by that employee's supervisor, and any previous evaluations of that employee that may be relevant.

In the State Public Defender's Office the determination of merit increases shall also include a recommendation by the Budget and Compensation Committee of the Office of the State Public Defender. The membership of this committee shall include each of the Managing Attorneys in the State Public Defender's Office. Merit increases shall be considered and recommended by the Budget and Compensation Committee at the same time as the annual employee evaluations are conducted.

Any merit increases awarded by the State Public Defender shall become effective at the commencement of the next fiscal year beginning on July 1.

Employees who have been hired in the twelve (12) month period preceding the commencement of the fiscal year shall receive merit pay increases based on the following format:

New employees who begin work during the period July 1 through December 31 of the previous fiscal year shall be considered for merit increases on the same basis and in the same percentages as employees who have held their positions more than one year.

New employees who begin work during the period January 1 through March 31 of the previous fiscal year shall receive fifty (50) percent of the merit increase they would receive had they held their positions more than one year.

New employees who begin work during the period April 1 to June 30 of the previous fiscal year are not eligible for a performance based increase during that fiscal year.

Salary on Return from Leave of Absence. An employee returning from an unpaid leave of absence shall return to the same rate of pay he or she had been receiving at the time the leave commenced plus any non-discretionary adjustments that would have been granted had the employee been continuously employed during the period of absence.

Severance Pay. An employee shall be entitled to severance pay upon separation from State service by reason of:

- mandatory retirement;
- retirement at or after age sixty five (65);
- retirement immediately following ten (10) years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- death;
- layoff other than seasonal;
- separation other than discharge immediately following twenty (20) years of continuous State employment;
- termination resulting from the abolition of unlimited, unclassified position immediately following five (5) years of continuous State employment.
- upon moving from a full-time, leave accruing position, to a part-time position where leave benefits do not accrue.

Severance pay shall be a sum equal to the employee's regular rate of pay at the time of separation multiplied by forty percent (40%) of the employee's accumulated but unused sick leave balance at the time of separation not to exceed nine hundred (900) hours. If necessary, hours may be transferred from the sick leave bank to attain the nine hundred (900) hour maximum.

In addition, employees who separate prior to January 7, 1998, shall receive 25% of the employee's hours in the sick leave bank (hours in excess of 900) times the employee's regular rate of pay at the time of separation. Employees who separate on or after January 7, 1998, shall receive 12.5% of the employee's hours in the sick leave bank (hours in excess of 900) times the employees' regular rate of pay at the time of separation.

An employee may chose to:

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

An Appointing Authority may elect to distribute the severance payment over a period of up to two years from the date of separation. If the employee dies before all of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the employee's estate.

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

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

Medical/Dental Expense Account. The Employer agrees to allow employees to cover co-payments, deductibles, and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum expenditure of five-thousand dollars (\$5,000.00) per insurance year.

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

Board of Public Defense Part-time Defender Overhead Compensation

Overhead compensation will be paid to part-time lump-sum public defenders based on the following schedule:

- 75% Time - \$1,500 annually
- 50% Time - \$1,000 annually
- 25% Time - \$500 annually

The minimum requirements for overhead to be paid include:

- Office outside of the home
- A minimum of a half time secretary
- An updated version of the Minnesota Statutes Annotated
- Phone answered during regular business hours

Overhead compensation will not be paid to a part time defender whose salary exceeds the Board approved salary range.

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EXPENSE REIMBURSEMENT

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

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

Situation	Rate	Rate	Rate
	Per Mile	Per Mile	Per Mile
	7/1/97-1/7/98-1/6/99-1/6/98	1/5/99	6/30/99
• Use of personal automobile when a State-owned vehicle is not available.	\$0.27	\$0.29	\$0.31
• Use of personal automobile when a State-owned vehicle is available and declined by the employee.	\$0.21	\$0.23	\$0.24
• Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access.	\$0.40	\$0.50	\$0.50
• Use of personal aircraft provided that the employee demonstrates adequate liability coverage under the requirements of M.S. §360.59, subdivision 10, and the Appointing Authority has granted approval for the use of the aircraft.	\$0.43	\$0.45	\$0.45
• Use of personal motorcycle or similar two-wheel motorized vehicle.	\$0.13	\$0.15	\$0.15

When an employee does not report to the permanent work location during the day or makes business calls before or after reporting to the permanent work location, the allowable mileage is: (1) the lesser

of the mileage from the employee's residence to the first stop or from his or her permanent work location to the first stop, (2) all mileage between points visited on State business during the day, and (3) the lesser of the mileage from the last stop to the employee's residence or from the last stop to his or her permanent work location.

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

Where anticipated out of state expenses total at least three hundred dollars (\$300.00), the Appointing Authority may advance the employee the amount of the anticipated expenses upon the employee's request made at least one full payroll period prior to the travel date. If the amount advanced exceeds the actual expenses, the employee shall return the excess within two weeks of return from travel. The Appointing Authority may issue the employee a state-owned credit card in lieu of a travel advance.

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

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

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$15.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$8.00
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Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$17.00

The metropolitan areas are:

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

The higher meal reimbursement rates also include any location outside the 48 contiguous United States.

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

- Hotel and motel accommodations provided that employees exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the employee does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- Actual personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three (3) dollars.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00, each week after the first week an employee is in continued travel status.
- Reasonable costs and gratuities for baggage handling costs.
- Parking fees and toll charges, up to \$3.00 without a receipt.

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

Expense Reports. In many instances expenses will be reimbursed. The allowable expenses and their

costs are outlined below. The Expense Report Forms will be provided by the Chief Public Defender.

Expense Items.

Printing and Copying. Printing and copying costs will be reimbursed to public defenders only on properly documented Employee Expense Reports. Printing and copying costs must be verified by a receipt for these costs. Where copying is done "in house" by the law firm or attorney a statement should be attached to the expense report with a) the name of the case(s); b) the number of copies; and c) the costs. Reimbursement for the copying costs will be at 10 cents per copy. This is the approximate standard rate charged by the Department of Finance. Copies made by an outside vendor will be reimbursed at the rate charged provided that a receipt from the vendor is attached to the expense report. The board will reimburse public defenders for receiving fax documents at 10 cents per page, the same amount as a copy. Also, the long distance charges involved with the fax will be reimbursed. The Board will not reimburse expenses in excess of this for either transmitting or receiving faxes.

Training, Dues, Fees, Library. Costs associated with training may be billed on expense reports provided the Appointing Authority has approved them, and subject to this Chapter.

The Board will not pay for subscriptions to legal publications or other publications such as law books for part-time public defenders. The only exception to this is "Finance and Commerce," which the District Chief Public Defender may purchase for those individuals working 910 hours or more during the fiscal year. The subscription costs should be billed directly to the District Office and **not be included** on Expense Reports.

Dues or fees for professional organizations for part-time public defenders will not be paid for. This includes lawyer registration fees, NLADA dues, Minnesota Public Defender Association dues, Bar Association dues, etc.

Communications.

Phone

The actual cost of long distance calls will be reimbursed provided that documentation exists. The phone bill or invoice should be attached to the Expense Report, and the public defender related calls highlighted in some manner. The Board will not reimburse for line charges or items other than the actual long distance charges. Items such as cellular phones and pagers are not reimbursable expense items. The Board will not reimburse for line charges, extra lines, or dedicated phone lines.

Note: The Board is in the process of converting part time assistance public defender

phones to MNET service. Once completed the cost of phone calls will no longer be a reimbursable item except in emergency situations.

Cellular Phones

The Board will reimburse part time attorneys for the actual amount of the call with the approval of the Appointing Authority.

Postage

Postage for public defender cases will also be reimbursed on expense accounts.

Travel.

Mileage

Mileage will be reimbursed according to this Chapter. This must be reported on the Expense Report, along with the destination and the reason for travel. This reimbursement is for actual miles driven in a personal automobile. The Board will not reimburse the cost of leases or for vehicles leased by a firm or individual.

Parking fees are reimbursed. Employees may claim up to three dollars (\$3.00) per trip without a receipt. Any amount claimed above this must have a receipt attached.

PLEASE NOTE Regular commute miles must be deducted from any mileage total. That is, if you live in city "A" and your office is in city "B", your mileage claim for a trip from "A" to "C" must not include the mileage from "A" to "B". This is considered your regular commute.

Supplies.

The Board generally will not reimburse for supplies. If a District has a policy to provide part time attorneys with stationery, that stationery must exclusively identify the attorney as an assistant public defender. In addition, this stationery must be ordered through the Appointing Authority. It is **not** to be included on an expense report.

Equipment and Furnishings.

There will be no purchase, reimbursement or lease of office equipment. No furnishings will be purchased for non-fulltime state employees.

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RELOCATION EXPENSES

General Eligibility. A full-time employee may be reimbursed for relocation expenses only if the employee obtains prior authorization from the State Public Defender before incurring any reimbursable expenses and only if the employee completes the change of residence within twelve (12) months of the date of appointment or reassignment. The State Public Defender may approve time extensions in individual situations.

The State Public Defender and the employee are expected to reach a clear understanding of the relocation expense reimbursement available to the employee before the employee incurs any expenses.

Discretionary Reimbursement. An Appointing Authority, with the approval of the State Public Defender, may reimburse an employee up to twelve thousand five hundred dollars (\$12,500) in relocation expenses as provided in this Chapter if one of the following applies:

- the Appointing Authority, with the approval of the State Public Defender, requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment to a new position more than 35 miles from the employee's present work location, with the approval of the State Public Defender.

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

- Realtor's fees on the domicile being sold by the employee or fees required to break a lease on the employee's rented domicile.
- The cost of packing, moving and short-term storage of household goods, subject to the receipt of bids as required by and subject to the approval of the State Public Defender prior to any commitment to a mover to either pack or ship the employee's household goods. Neither the State of Minnesota nor any of its agencies shall be responsible for the loss or damage to any employee's household goods nor personal effects.
- Documented miscellaneous expenses directly related to the move. Such expenses include, but are not limited to, the cost of disconnecting and reconnecting appliances and/or utilities (including the modification of existing gas or electrical service to accommodate the employee's existing appliances); fees related to the purchase or sale of a residence (including but not limited to, attorney's fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees, and

government recording and transfer fees); fees for inspections or other services required by state law or local ordinance; the cost of insurance for property damage during the move; the cost of moving up to two (2) automobiles; or other direct costs associated with the rental or purchase of a new residence.

- Reimbursable miscellaneous expenses do not include, among others, rental of the employee's permanent residence, costs of improvements to either the old or the new home, real estate taxes, mortgage interest differential, points, assessments, homeowner association fees, homeowner's or renter's insurance, mortgage insurance, hazard insurance, automobile or driver's license reissue fees, utility or other refundable deposits, long-term boarding of pets and the purchase of new furnishings or personal effects.
- The cost of moving a mobile home if the mobile home is the employee's primary residence.
- Temporary living expenses for the employee under the provisions of Chapter 13, Expense Reimbursement, using one of the following options, which shall be chosen by the Appointing Authority after the consultation with the employee.

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

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

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

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

- Travel expenses for the employee's spouse or same sex domestic partner to travel twice between the old and new work locations prior to the time of the move, including meals, mileage and lodging, not to exceed a total of seven (7) calendar days.
- Travel expenses for the employee's family or same sex domestic partner from the old work location to the new work location at the time of the move, consistent with the provisions of Chapter 13 on Expense Reimbursement.

WORKERS' COMPENSATION; INJURED-ON-DUTY PAY

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

- The employee retains the workers' compensation benefit check and receives payments from sick leave and vacation leave accruals in an amount which will total his or her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the employee (Minn. Stat. Section 176.021, subdivision 5); or
- The employee retains the workers' compensation benefit check and takes an unpaid workers' compensation leave during the time he or she is unable to work.
- An employee shall return from workers' compensation leave as provided in Chapter 6 upon appropriate release from workers' compensation status provided the employee is able to perform the work satisfactorily and safely as determined by competent medical authority.

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

Insurance. For employees who are off the State payroll due to a work-related injury or disability, benefits provided under Chapter 11 of this Plan shall continue as long as the employee is receiving workers' compensation payments or is using disability leave.

AMERICANS WITH DISABILITIES ACT

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

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

EARLY RETIREMENT INCENTIVES

Eligibility. In order to be eligible for the early retirement incentive, the employee must be eligible to retire prior to age 65. For purposes of this Chapter, a person retires when the person terminates active employment in state service and applies for a retirement annuity.

Eligibility for the state-paid contributions to the insurance premiums must cease at the end of the month in which the employee turns 65 or is eligible for Employer-paid health or dental insurance from a new employer, whichever occurs first.

This incentive is available to all full-time and part-time state employees of the Board of Public Defense who are covered by this Commissioner's Plan. This incentive is not available to intermittent employees.

Early Retirement Incentive Any full-time or part-time employee who attains the age of fifty-eight (58) after July 1, 1998, and before the expiration date of this Plan, and who is covered by either the State Employees Retirement System or the Public Employees Retirement Association and who is eligible for an annuity may elect either during the pay period in which his or her fifty-eighth (58th) birthday occurs or during the pay period in which his or her next anniversary date occurs, to take advantage of the early retirement incentive. Anniversary date, for this purpose, means the date upon which the employee completes his or her next year of state service.

For an employee who elects to exercise the option to retire early, the Employer shall pay the full or partial Employer contribution, in the amount specified in Chapter 11 for full-time or part-time employees respectively, toward health and dental insurance coverage for the employee and his or her dependents until the employee reaches age 65; provided that on the employee's 58th birthday the Employer is paying the full or partial Employer contribution for health and dental coverage, or that the employee is on an unpaid leave of absence which began not more than six (6) months prior to his or her 58th birthday and during which the employee continued to be covered by the group insurance program under Chapter 11 by paying the premiums for such coverage. The post-retirement health and dental insurance coverage provided to the employee under this section shall be that coverage which the employee was receiving as of the date of retirement, subject to any changes in coverages specified in this Plan.

APPENDIX A

VACATION LEAVE PRORATION SCHEDULE

THE COMMISSIONER'S PLAN

LENGTH OF SERVICE REQUIREMENT

# Hrs. Worked During Pay Period	<u>0-5 Years</u>	<u>5-8 Years</u>	<u>8-12 Years</u>	<u>12-18 Years</u>	<u>18-25 Years</u>	<u>25-30 Years</u>
Less than 9.5	0	0	0	0	0	0
At least 9.5 but less than 19.5	0.75	1.00	1.25	1.50	1.50	1.75
At least 19.5 but less than 29.5	1.00	1.25	1.75	2.00	2.00	2.25
At least 29.5 but less than 39.5	1.50	2.00	2.75	3.00	3.00	3.25
At least 39.5 but less than 49.5	2.00	2.50	3.50	3.75	4.00	4.25
At least 49.5 but less than 59.5	2.50	3.25	4.50	4.75	5.00	5.50
At least 59.5 but less than 69.5	3.00	3.75	5.25	5.75	6.00	6.50
At least 69.5 but less than 79.5	3.50	4.50	6.25	6.75	7.00	7.50
At least 79.5	4.00	5.00	7.00	7.50	8.00	8.50

APPENDIX B

SICK LEAVE PRORATION SCHEDULE

Number of Hours worked During Pay <u>Period</u>	<u>Less than 900 Hours</u>	<u>900 Hours & Maintained</u>
Less than 9.5	0	0
At least 9.5 but less than 19.5	.75	.25
At least 19.5 but less than 29.5	1.00	.50
At least 29.5 but less than 39.5	1.50	.75
At least 39.5 but less than 49.5	2.00	1.00
At least 49.5 but less than 59.5	2.50	1.25
At least 59.5 but less than 69.5	3.00	1.50
At least 69.5 but less than 79.5	3.50	1.75
At least 79.5	4.00	2.00

APPENDIX C

HOLIDAYS

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

<u>Hours That Would Have Been Worked During Pay Period Had There Been No Holiday</u>	<u>Holiday Hours Earned For Each Holiday in the Pay Period</u>
Less than 9 1/2	0
At least 9 1/2 but less than 19 1/2	1
At least 19 1/2 but less than 29 1/2	2
At least 29 1/2 but less than 39 1/2	3
At least 39 1/2 but less than 49 1/2	4
At least 49 1/2 but less than 59 1/2	5
At least 59 1/2 but less than 69 1/2	6
At least 69 1/2 but less than 72	7
At least 72	8