

AGREEMENT

between the

STATE OF MINNESOTA

and the

MINNESOTA NURSES ASSOCIATION

July 1, ~~2013-2015~~ through June 30, ~~2015~~2017

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1 **ARTICLE 1 - PREAMBLE**

2

3 This Agreement is made and entered into this ____ day of _____, ~~2014~~ 2015, by and
4 between Minnesota Management & Budget on behalf of the State of Minnesota and its Appointing
5 Authorities, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses Association,
6 hereinafter referred to as the ASSOCIATION. This Agreement has as its purpose the promotion of
7 harmonious relations between the parties; the establishment of an equitable and peaceful
8 procedure for the resolution of differences; and the establishment of rates of pay, hours of work,
9 and other conditions of employment; and to express the full and complete understanding of the
10 parties pertaining to all terms and conditions of employment.

11

12 If the parties mutually agree during the term of this Agreement, this Agreement may be
13 supplemented by such additional provisions relating to departmental conditions of employment as
14 the parties to this Agreement deem appropriate. Failure of the parties to reach such supplemental
15 agreement shall not be subject to the interest arbitration procedure as set out in the Minnesota
16 Public Employment Labor Relations Act.

17

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

1 **ARTICLE 2 - RECOGNITION**

2

3 **Section 1. Recognition.** The Employer recognizes the Association as the exclusive
4 representative of the registered nurses certified by the Bureau of Mediation Services, Case
5 Number 80-PR-1299-A. Part-time, seasonal, or temporary nurses whose work does not exceed
6 the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the
7 nurse's bargaining unit or who are employed not in excess of sixty-seven (67) working days in any
8 calendar year are excluded from the above bargaining unit and this Agreement. Managerial,
9 supervisory and confidential nurses are also excluded.

10

11 **Section 2. Disputes.** Assignment of newly created classes to the bargaining unit or
12 reassignment of existing classes to a different bargaining unit shall be accomplished in accordance
13 with Minnesota Statutes 179A.10, Subd. 4

1 **ARTICLE 3 - ASSOCIATION SECURITY**

2

3 **Section 1. Check Off.** The Appointing Authority shall deduct the bi-weekly Association
4 membership dues from the earnings of those nurses who authorize such deduction in writing. The
5 Association shall submit such authorizations and certify the amounts to be deducted at least seven
6 (7) days prior to the end of the pay period for which the deductions are to be effective and the
7 deductions shall continue in effect until cancelled by the nurse through the Association.
8 Deductions shall be based upon the amount certified as correct from time to time by the
9 Association and shall be made, continued, and terminated in accordance with the terms of said
10 authorization card.

11

12 Withheld amounts shall be forwarded to the designated Association office within ten (10) days after
13 the deductions are made, together with a record of the amount and those for whom deductions are
14 made.

15

16 **Section 2. Exclusivity.** No other employee organization shall be granted payroll deduction of
17 dues for nurses covered by this Agreement.

18

19 **Section 3. Employee Lists.** The Appointing Authority shall provide to the Minnesota Nurses
20 Association each month a list of the name, employee identification number, classification,
21 employment condition, and work address of all nurses newly employed in the bargaining unit and
22 the names of nurses terminating employment with the bargaining unit. The Association shall file
23 the names of designated representatives for the purpose of contract administration with the
24 Personnel or Labor Relations office of each State agency, nursing home, university, community
25 college, and/or other institution.

26

1 **Section 4. Indemnity.** The Association agrees to indemnify and hold the Employer harmless
2 against any and all claims, suits, orders, or judgments brought or issued against the Employer as a
3 result of any action taken or not taken as a result of a request of the Association under the
4 provisions of this Article, including fair share deductions and remittances.

1 **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

2

3 **Section 1. Work Day, Work Period.** The normal work period shall consist of eighty (80) hours of
4 work within a two (2) week pay period. The normal work day shall consist of eight (8) hours,
5 exclusive of an unpaid duty free lunch period.

6

7 All assigned hours worked in excess of the normal work period or in excess of the normal work day
8 shall be considered overtime.

9

10 All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of
11 absence shall be considered as "time worked" for purposes of this Article.

12

13 **Section 2. Meal Periods.** Nurses shall normally be granted a duty free unpaid lunch period of no
14 less than thirty (30) minutes nor more than sixty (60) minutes near the mid-point of each work shift.
15 If a nurse's supervisor assigns him/her to work during the lunch period or approves his/her working
16 during the lunch period, the lunch period shall be paid at the applicable rate. Such approval by the
17 nurse's supervisor may be given after the meal has been worked.

18

19 **Section 3. Rest Periods.** Nurses shall be granted a fifteen (15) minute paid rest period during
20 each four (4) hours of regularly scheduled work. Nurses who are scheduled for a shift of four (4)
21 hours or less and who are scheduled to receive an unpaid meal period shall not be entitled to a
22 rest period.

23

24 **Section 4. Employee Requests.** Nurses desiring to reduce their hours may do so upon approval
25 of the Appointing Authority.

26

1 **Section 5. Continuous Schedules.** Nurses working where seven (7) day week schedules are in
2 effect shall be governed by the following:

3

4 A. There shall be no split shifts.

5

6 No nurse shall be scheduled to work the night shift (or at night) immediately preceding a
7 weekend off. Every reasonable effort shall be made by the Appointing Authority so that no
8 nurse shall be scheduled for a combination of more than four (4) start times during a payroll
9 period.

10

11 B. Every reasonable effort shall be made by the Appointing Authority so that no nurse shall be
12 scheduled for a combination of more than two (2) shifts during three (3) payroll periods.

13

14 C. Nurses shall be scheduled to work no more than seven (7) consecutive calendar days except
15 in emergencies, and nurses normally shall be scheduled for two (2) consecutive days off.

16

17 D. Every reasonable effort shall be made by the Appointing Authority to establish work schedules
18 that will provide nurses every other weekend off.

19

20 E. Nurses other than intermittent nurses in continuous operations whose schedules are changed
21 within the 14-day posting period shall receive time and one-half in accordance with Sections 7
22 and 8 for those hours worked before or after the previously scheduled hours and on a
23 previously scheduled day of rest. Part-time nurses in continuous operations whose established
24 work day is less than eight (8) hours, whose schedules are changed within the 14-day posting
25 period shall receive time and one-half in accordance with Sections 7 and 8 for those hours
26 worked on a previously scheduled day of rest or for those hours assigned and worked beyond
27 the normal work day.

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F. **Double Back Assignments**

Nurses shall normally be scheduled for shifts that will minimize the amount of double back assignments. Exceptions to this scheduling may be made by agreement between the facility and the nurse concerned, or, in cases of emergency/unavoidable situations where the application of this scheduled pattern would have the effect of depriving patients of needed nursing service.

Exceptions to the patterns of scheduling may be made by mutual agreement between the nurse and the supervisor provided that such change does not result in the payment of overtime.

G. **Overtime Distribution - Continuous Operations**

Overtime shall be distributed to qualified nurses in the job classification(s) designated by the Appointing Authority in the order of bargaining unit seniority.

1. **On Duty Descending Order**. In the work unit, overtime shall be offered to the most senior qualified nurse in the work unit on duty and then to the next most senior qualified nurse on duty and on to the least senior qualified nurse on duty.
2. **Off Duty Descending Order**. The most senior qualified nurse off duty, who has previously indicated interest, shall be offered, subject to availability, the overtime shift.
3. **On Duty Ascending Order**. In the event no nurse in the work unit volunteers for overtime, the overtime shall be assigned to the least senior regularly scheduled qualified nurse on

1 duty. However, a nurse who volunteers to fill an overtime shift shall be exempt from being
2 mandated to work the subsequent shift unless he/she is the only qualified nurse available.

3
4 4. **Subsequent Overtime in Pay Period.** Subsequent overtime in the payroll period shall be
5 assigned to the next least senior qualified nurse on duty.

6
7 5. **Emergencies.** Only in emergency situations shall nurses be assigned more than one (1)
8 double (two consecutive shifts) in a payroll period.

9
10 6. **Patient Safety.** When asked or told to work mandatory overtime, nurses who refuse to
11 work mandatory overtime by expressing a concern for patient safety cannot be forced to
12 work mandatory overtime, nor can the nurses be disciplined for refusing to work mandatory
13 overtime if they express a concern for patient safety.

14
15 H. A nurse shall be paid at the rate of time and one-half (1-1/2) for all hours worked which are
16 posted on the schedule in violation of any provision of this section.

17
18 **Section 6. Extra Shifts for Part-Time Nurses.**

19
20 A. **Prior to Posting of the Work Schedule.**

21
22 1. Unlimited part-time Registered Nurses are to be given preference over intermittents for
23 additional shifts as follows:

24
25 ~~2-a.~~ 2-a. As the work schedule is being developed and prior to its posting, if additional work
26 shifts are available (i.e., beyond the designated number of shifts allocated to the full-time

1 and part-time Registered Nurses), the supervisor will utilize unlimited part-time Registered
2 Nurses to cover the needed shifts.

3
4 ~~3.b.~~ The supervisor will identify the number of shifts and the type of shifts (days, reliefs,
5 and/or nights) available.

6
7 ~~4.c.~~ The Appointing Authority will develop a procedure to make available hours known to
8 nurses. From this availability list, part-time nurses will be able to indicate their ability to
9 work those shifts.

10
11 ~~5.d.~~ If no Registered Nurse volunteers or if no Registered Nurses are able to take additional
12 shifts, or if not all the shifts are taken by the procedure in #4 above, the supervisor can
13 then proceed to fill the available shifts with intermittent Registered Nurses.

14
15 B. **Additional Shifts Within the Posted Schedule.**

16
17 1. If a work shift becomes available and the assignment of that work shift to an unlimited part-
18 time nurse would not require the Appointing Authority to pay a time and one-half (1-1/2)
19 premium (outside of the required fourteen (14) day posting period), the supervisor will give
20 first preference for filling that shift with an unlimited part-time nurse, in accordance with #4
21 and #5 above.

22
23 2. If a work shift becomes available and the assignment of that work shift to an unlimited part-
24 time nurse would require the Appointing Authority to pay a time and one-half (1-1/2)
25 premium (within the required fourteen (14) day posting period), the supervisor may proceed
26 to fill that work shift with an intermittent temporary, intermittent emergency or intermittent
27 seasonal Registered Nurse.

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~~Nurses who obtained additional shifts as a result of this language shall not change appointment status for insurance eligibility.~~

Section 7. Overtime Rates.

A. Nurses working in continuous operations having nurses scheduled for at least two (2) work shifts per day, shall receive overtime at the rate of time and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of the normal work day and normal work period as defined in Section 1 of this Article. However, such nurses in the classification RN Principal, Registered Nurse – Advanced Practice, and Psychiatric Advanced Practice Registered Nurse shall receive overtime at the straight time rate for all hours worked in excess of the normal work day and normal work period as defined in Section 1 of this Article, except that work on a holiday as defined by Article 6, shall be at the rate of time and one-half (1-1/2) times the regular rate of pay when specifically assigned to work by the Appointing Authority.

B. Notwithstanding Section 1, nurses working in non-continuous operations shall receive overtime at a straight time rate when assigned to a project that is in addition to their normal duties or normal work load.

C. **Continuous Operations.** Any nurse or group of nurses engaged in an operation for which there is regularly scheduled employment on a 24 hour a day, 7 day a week basis shall be known as continuous operation employees.

D. **Non-Continuous.** All other nurses shall be considered as non-continuous employees.

1 **Section 8. Compensatory Bank.** Overtime remuneration at the appropriate rate may be made in
2 either cash or compensatory time off or a combination of both at the discretion of the Appointing
3 Authority giving due regard to the desires of the nurse. The ~~Appointing Authority may established~~
4 ~~a~~ compensatory bank will be a maximum of not more than ~~eighty one hundred and twenty (80)~~
5 (120) hours. All overtime hours worked over the established maximum hour limit shall be
6 compensated in cash at the hourly rate of pay that the nurse is earning.

7
8 Nurses may use time in the compensatory time bank at a time(s) mutually agreeable to the nurse
9 and the immediate supervisor. A reasonable effort shall be made to honor the nurse's request,
10 depending on staffing needs. Such requests shall not be unreasonably denied. The Appointing
11 Authority may require the nurse to schedule time off to use any time in the compensatory bank by
12 written notice to the nurse no less than fourteen calendar days prior to the specified scheduled
13 time off. Once compensatory time off has been approved or scheduled it will not be rescinded by
14 the employer except in emergencies. The nurse may rescind requests for compensatory time off
15 with at least twenty-eight (28) days notice. Compensatory time must be liquidated in cash prior to
16 transferring to a new Appointing Authority.

17
18 **Section 9. Work Schedules.** Work schedules showing the shifts, days, and hours of all nurses
19 shall be posted at least fourteen (14) calendar days in advance of their effective day of work. The
20 supervisor and a nurse may mutually agree to reschedule days, shifts or hours of work. In
21 addition, nurses may mutually agree to exchange days, shifts, or hours of work with the approval of
22 their supervisor. If a schedule is posted late, the nurse shall be paid at the rate of time and one-
23 half for all hours worked on days for which at least fourteen (14) calendar days notice is not given.
24
25 Nurses shall be notified via phone and/or e-mail if their schedule is changed within the fourteen
26 (14) day schedule posting period.

27

1 The Appointing Authority and the Association may agree to waive this Section in order to
2 accommodate the placement of bargaining unit employees who are returning to work from a
3 workers' compensation disability leave.

4

5 **Section 10. On-Call.** A nurse shall be in an on-call status if the nurse's supervisor has instructed
6 the nurse, in writing, to remain available to work during an off duty period. A nurse who is
7 instructed to be in an on-call status is not required to remain in a fixed location, but must leave
8 word where he/she may be reached by telephone or by an electronic signaling device.

9

10 A nurse who is instructed to remain in an on-call status shall be compensated for such time at the
11 rate of fifteen (15) minutes straight time pay for each one (1) hour of on-call status.

12

13 A nurse called to work while on on-call status shall be compensated for a minimum of two (2)
14 hours at his/her straight time pay. A nurse shall not receive on-call pay for hours actually worked.
15 No nurse shall be assigned to on-call status for a period of less than eight (8) consecutive hours.

16

17 No nurse shall be assigned to on-call status on a day off unless the nurse chooses to accept on-
18 call status and except in cases of emergency.

19

20 On-call pay shall be liquidated in cash or as compensatory time off at the discretion of the
21 Appointing Authority taking into consideration the desires of the nurse.

22

23 Where practicable, on-call shall be posted one month in advance.

24

25 **Section 11. Duplication of Payment.** Overtime hours worked shall not be paid more than once
26 for the same hours worked under any provisions of this Agreement.

27

1 **Section 12. Reporting Time and Pay.** Unless otherwise notified at least two (2) hours in
2 advance of the scheduled starting time, any nurse who is scheduled to report for work and who
3 reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available,
4 the nurse may be excused from duty and paid for three (3) hours at the nurse's appropriate rate. If
5 the nurse begins work but is excused from duty before completing three (3) hours of work the
6 nurse shall be paid for three (3) hours at the nurse's appropriate rate.

7
8 **Section 13. Alternate Schedule Agreement.** The Employer and the Association may agree to
9 local schedules that require modifications of the terms of this Article.

10
11 **Section 14. Part-Time Hours.** If it is necessary to reduce permanently the hours of a part-time
12 position such that the incumbent of the position is no longer eligible to receive the full Employer's
13 insurance contribution or is no longer eligible to participate in the Employer's insurance program,
14 the Appointing Authority shall request volunteers for the position from among part-time nurses in
15 the same class, employment condition, and work area. If one or more nurses volunteer for the
16 position, the most senior qualified volunteer shall be offered the position. If there are no
17 volunteers, the least senior qualified nurse in the same class, employment condition, and work
18 area shall be assigned to the position.

19
20 **Section 15. Flexible Scheduling.** The Appointing Authority and an individual nurse may agree
21 upon a pattern of work schedules providing for work in excess of eight (8) hours of work per day.
22 Work schedules established pursuant to the provisions of this section shall be subject to the
23 following:

24
25 A. **RN Review of Alternate Work Schedules.** A nurse shall have an opportunity to review the
26 alternate work schedules being considered prior to volunteering for flexible work schedules.
27 The nurse may limit her or his agreement to specific types of schedules. The Appointing

1 Authority shall retain documentation that a nurse has agreed to a flexible work schedule and
2 the type of flexible schedule to which the nurse has agreed. A nurse or Appointing Authority
3 may revoke such election by giving the written notice of at least eight (8) weeks prior to the
4 effective date of the next posted schedule.

5
6 B. **Holidays, Sick Leave and Vacation Under Flexible Schedules.**

7
8 1. If a RN does not work on a holiday, their holiday pay shall be computed at the regular rate
9 of pay, not to exceed twelve (12) hours.

10
11 2. If a RN works on a holiday, they shall be paid for all hours worked, not to exceed twelve
12 (12) hours, in addition to ~~an alternate~~ holiday pay as described in Article 6.

13
14 ~~3. RNs scheduled to use their alternate holiday hours will utilize those hours equal to their~~
15 ~~normally scheduled shift.~~

16
17 4.3. ___ RNs will utilize vacation or sick leave hours equal to their normally scheduled shift.

1 **ARTICLE 5 - HEALTH AND SAFETY**

2

3 **Section 1. Safety Policy.** It shall be the policy of the Employer that the safety of the nurses, the
4 protection of work areas, the adequate training and necessary safety practices, and the prevention
5 of accidents are a continuing and integral part of its everyday responsibility. It shall also be the
6 responsibility of all nurses to cooperate in programs to promote safety to themselves and to the
7 public, including participation on Appointing Authority committees, and to comply with rules
8 promulgated to ensure safety. This nurse responsibility shall include the proper use of all safety
9 devices in accordance with recognized safety procedures.

10

11 **Section 2. Accident Report.** All nurses who are injured during the course of their employment
12 shall report the injury no matter how slight to the designated supervisor, prior to the conclusion of
13 the nurse's work day. While the initial accident report may be given orally, the Appointing Authority
14 may request a written follow-up accident report. If able, the injured nurse shall contact the
15 WorkerCare Nurse Line, if not, the supervisor will place the call on behalf of the injured nurse.

16

17 **Section 3. Equipment and Facilities.** The Employer will make reasonable effort to provide each
18 nurse with safe and adequate equipment, working environment, facilities, and support services as
19 necessary for the nurse to perform his/her assignment.

20

21 **Section 4. Infections or Contagious Diseases.** Where infectious or contagious diseases are
22 diagnosed among the inmate or resident population of an institution, upon request of the
23 Association, representatives of the institution shall meet promptly with Association representatives
24 to determine what steps, if any, are necessary to educate employees about the diseases and to
25 determine what steps, if any, are necessary to safeguard the health and safety of the nurses as
26 well as the inmates and residents. A nurse who may be at risk of exposure to an infectious agent

1 or agents as the result of responsibilities for the care of a patient shall be informed of that patient's
2 diagnosis or possible diagnosis by the facility according to facility policy and procedure.

3

4 **Section 5. Meet and Confer on Assaultive Inmates/Residents.** Upon request of the
5 Association, the Appointing Authority and/or designees shall meet and confer regarding employee
6 safety issues related to assault or injury by inmates/residents.

7

8 **Section 6. Blood Borne Pathogens.** The Appointing Authority will meet with the Association if
9 there are concerns expressed about the Appointing Authority's obligations concerning blood borne
10 pathogens.

1 **ARTICLE 6 - HOLIDAYS**

2
3 **Section 1. Eligibility.** All nurses covered by this agreement shall be eligible nurses for purposes
4 of this Article.

5
6 **Section 2. Observed Holidays.** The following days shall be observed as paid holidays for all
7 eligible nurses:

8
9 New Year's Day

10 Martin Luther King Jr. Day

11 Presidents' Day*

12 Memorial Day

13 Independence Day

14 Labor Day

15 Veterans Day*

16 Thanksgiving Day

17 Day after Thanksgiving*

18 Christmas Day

19
20 For employees assigned to a Monday through Friday five (5) day schedule, observance of the
21 listed holidays shall be on the date listed, unless the holiday fall on a Saturday or Sunday. When
22 any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the
23 holiday. When any of the above holidays fall on a Sunday, the following Monday shall be
24 observed as the holiday.

25
26 For employees working a six (6) or seven (7) day schedule, observance of the holiday shall be the
27 date of the holiday.

1 ~~A. The following days shall be observed as paid holidays for nurses assigned to a Monday~~
2 ~~through Friday five (5) day operation.~~

3
4 ~~Thursday, July 4, 2013—Independence Day~~

5 ~~Monday, September 2, 2013—Labor Day~~

6 ~~*Monday, November 11, 2013—Veterans Day~~

7 ~~Thursday, November 28, 2013—Thanksgiving Day~~

8 ~~*Friday, November 29, 2013—Day after Thanksgiving~~

9 ~~Wednesday, December 25, 2013—Christmas~~

10 ~~Wednesday, January 1, 2014—New Year's~~

11 ~~Monday, January 20, 2014—Martin Luther King Day~~

12 ~~*Monday, February 17, 2014—Presidents Day~~

13 ~~Monday, May 26, 2014—Memorial Day~~

14 ~~Friday, July 4, 2014—Independence Day~~

15 ~~Monday, September 1, 2014—Labor Day~~

16 ~~*Tuesday, November 11, 2014—Veterans Day~~

17 ~~Thursday, November 27, 2014—Thanksgiving Day~~

18 ~~*Friday, November 28, 2014—Day after Thanksgiving~~

19 ~~Thursday, December 25, 2014—Christmas~~

20 ~~Thursday, January 1, 2015—New Year's~~

21 ~~Monday, January 19, 2015—Martin Luther King Day~~

22 ~~*Monday, February 16, 2015—Presidents Day~~

23 ~~Monday, May 25, 2015—Memorial Day~~

24
25 ~~B. The following days shall be observed as paid holidays for nurses assigned to a seven (7) day~~
26 ~~operation:~~

- 1 ~~Thursday, July 4, 2013—Independence Day~~
- 2 ~~Monday, September 2, 2013—Labor Day~~
- 3 ~~Monday, November 11, 2013—Veterans Day~~
- 4 ~~Thursday, November 28, 2013—Thanksgiving Day~~
- 5 ~~Friday, November 29, 2013—Day after Thanksgiving~~
- 6 ~~Wednesday, December 25, 2013—Christmas~~
- 7 ~~Wednesday, January 1, 2014—New Year's~~
- 8 ~~Monday, January 20, 2014—Martin Luther King Day~~
- 9 ~~Monday, February 17, 2014—Presidents Day~~
- 10 ~~Monday, May 26, 2014—Memorial Day~~
- 11 ~~Friday, July 4, 2014—Independence Day~~
- 12 ~~Monday, September 1, 2014—Labor Day~~
- 13 ~~Tuesday, November 11, 2014—Veterans Day~~
- 14 ~~Thursday, November 27, 2014—Thanksgiving Day~~
- 15 ~~Friday, November 28, 2014—Day after Thanksgiving~~
- 16 ~~Thursday, December 25, 2014—Christmas~~
- 17 ~~Thursday, January 1, 2015—New Year's~~
- 18 ~~Monday, January 19, 2015—Martin Luther King Day~~
- 19 ~~Monday, February 16, 2015—Presidents Day~~
- 20 ~~Monday, May 25, 2015—Memorial Day~~

21

22 The Appointing Authority may designate alternate days for the observance of those asterisked
23 holidays for nurses employed on an academic school year.

24

25 Each eligible nurse ~~who has completed six (6) months in state service~~ shall receive one (1) floating
26 holiday each fiscal year of the Agreement. The nurse must request the floating holiday at least
27 fourteen (14) calendar days in advance. The supervisor may approve or disapprove the request

1 subject to the operational needs of the Appointing Authority. The floating holidays may not be
2 accumulated.

3
4 For purposes of this Article, when a work shift includes consecutive hours which fall in two (2)
5 calendar days, that work shift shall be considered as falling on the calendar day in which the
6 majority of hours in the shift fall.

7
8 **Section 3. Holidays on Day Off.** When any of the above holidays fall on a nurse's regularly
9 scheduled day off, the nurse shall, at the nurse's discretion, be compensated in cash, vacation or
10 compensatory time.

11
12 **Section 4. Holiday Pay Entitlement.** To be entitled to receive a paid holiday, including a floating
13 holiday, an eligible nurse must be in payroll status on the normal work day immediately preceding
14 and the normal work day immediately following the holiday(s) or work on the holiday. However,
15 eligible intermittent nurses shall receive holiday pay if they work the day before and the day after
16 the holiday or work on the holiday.

17
18 Notwithstanding the above, nurses employed on an academic school year basis shall be eligible
19 for the Christmas and New Year's holiday provided they are in payroll status on the last scheduled
20 workday prior to the Christmas break and on the first scheduled workday following the break. A
21 nurse is not entitled to holiday pay for any holiday occurring during the summer break unless
22 actually on payroll status the day before and the day after the holiday. Any nurse who dies or is
23 mandatorily retired on a holiday or a holiday weekend shall be entitled to be paid for the holiday(s).

24
25 **Section 5. Holiday Pay.** Holiday pay, including the floating holiday, shall be computed at the
26 nurse's normal day's pay (i.e., the nurse's regular hourly rate of pay multiplied by the number of
27 hours in his/her normal work day), and shall be paid for in cash. Eligible nurses who normally work

1 less than full-time shall have their holiday pay, including their floating holiday, pro-rated in
2 accordance with the schedule set forth in Appendix A. Effective the date of approval of the
3 Agreement by the Legislative Subcommittee on Employee Relations, such holiday pay will be in
4 accordance with the schedule set forth in Appendix A1. However, eligible intermittent nurses shall
5 receive holiday pay based on the number of hours worked during the payroll period in which the
6 holiday occurred.

7

8 With the approval of the nurses supervisor, part-time nurses may be allowed to arrange their work
9 schedules, in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of
10 hours because of the proration of holiday hours, provided such rescheduling does not result in the
11 payment of overtime.

12

13 **Section 6. Work on a Holiday.** Any nurse who works on a holiday shall, at the nurse's discretion
14 ~~of the Appointing Authority, either be:~~

15

16

17 1. ~~Be Paid~~ in cash, compensatory time or vacation, at time and one-half for all hours worked in
18 addition to holiday pay provided for in Section 5 above; ~~or.~~

19

20 2. ~~Paid in cash at time and one-half for all hours worked in addition to an alternate holiday in lieu~~
21 ~~of holiday pay provided for in Section 5 above.~~ Any nurse who has alternate holiday(s)
22 accumulated will request and use the alternate holiday(s) no later than one hundred and twenty
23 (120) days after the 2015-2017 contract is approved by the Subcommittee on Employee
24 Relations. Such alternate holiday shall be granted and must be taken within one hundred
25 twenty (120) calendar days immediately following the holiday worked. If there is no agreement
26 as to the date of the alternate holiday between the Appointing Authority and the nurse, the

1 Appointing Authority shall select one (1) of the four (4) days preferred by the nurse. Alternate
2 holidays shall be liquidated prior to transferring to a new Appointing Authority.

3
4 If the nurse is required to work on her/his scheduled floating holiday, the floating holiday shall be
5 rescheduled ~~subject to the limitations provided in Section 2 above.~~ The Appointing Authority shall
6 select one (1) of four (4) days preferred by the nurse.

7
8 In the event that a nurse is normally scheduled to work on a shift designated as a holiday and it is
9 determined by the Appointing Authority that there are more nurses available to work that shift than
10 are necessary, the most senior nurses, at their request, in order of classification seniority and no
11 less than forty-five (45) calendar days prior to the actual holiday, may elect or decline to work on
12 the holiday shift until the number of nurses determined by the Appointing Authority to be necessary
13 to work on that shift has been reached. This section also applies to nurses who do not have set
14 scheduled days off. Notwithstanding the above, the procedure for working on the Christmas
15 holiday as outlined in Article 6, Section 9, governs scheduling for the Christmas holiday.

16
17 **Section 7. Religious Holidays.** In accordance with M.S. 15A.22, any nurse who observes a
18 religious holiday on a day which does not fall on a Sunday, a legal holiday or a holiday listed in
19 Section 2 above, shall be entitled to that day off to observe the religious holiday. Such time off to
20 observe religious holidays shall be taken without pay except where the nurse has sufficient
21 accumulated vacation leave or, by mutual consent, is able to make the time up. Nurses shall notify
22 the Appointing Authority at least twenty-one (21) working days prior to the leave.

23
24 **Section 8. Meet and Confer.** At the request of the Association, the Appointing Authority shall
25 meet and confer to discuss holiday scheduling issues.

1 **Section 9. Christmas Holiday Schedule.** Nurses who work in a continuous operation facility will
2 be scheduled for the Christmas holiday as follows:

3
4 A. Nurses who were scheduled and worked on the Christmas holiday, December 25 of an even-
5 numbered year, may request and will be scheduled off the Christmas holiday, December 25 of
6 the following odd-numbered year. Nurses who are scheduled and work on the Christmas
7 holiday, December 25, of an odd-numbered year may request and will be scheduled off the
8 Christmas holiday, December 25 of the following even-numbered year.

9
10 B. Nurses who were scheduled off the Christmas holiday, December 25, of the even-numbered
11 year will not be scheduled off the Christmas holiday, December 25, of the following odd-
12 numbered year, until the nurse(s) in paragraph A above have exercised their option to be off.
13 Nurses who are scheduled off the Christmas holiday, December 25 of the odd-numbered year,
14 will not be scheduled off the Christmas holiday, December 25, of the following even-numbered
15 year, until all the nurses in paragraph A above have exercised their option to be off.

16
17 C. Vacation requests from nurses who were scheduled and worked the Christmas holiday,
18 December 25 of the previous year, will be considered first over all other nurses for vacation on
19 December 24 of the current year. Vacation requests from nurses who were scheduled and
20 worked the afternoon shift on December 24 in the previous year will be considered second over
21 all other nurses for vacation on December 24 of the current year. Requests for vacation from
22 nurses defined above, must be received by November 1. Afternoon shift for purposes of this
23 paragraph means a shift in which four (4) or more hours are worked between 1:00 p.m. and
24 midnight.

25
26 D. The Appointing Authority and the Association may mutually agree to alternative Christmas
27 holiday schedules.

1

2 **Section 10. Holidays and Flexible Scheduling.** See Article 4, Section 15 for holidays under
3 flexible scheduling arrangements.

1 **ARTICLE 7 - VACATION LEAVE**

2

3 **Section 1. Eligibility.** All nurses except student workers, intermittent nurses, emergency nurses,
4 and temporary nurses shall be eligible for purposes of this Article. However, intermittent nurses
5 shall become eligible nurses for purposes of this Article after completion of sixty-seven (67)
6 working days in any twelve (12) month period. Eligible nurses on layoff who accept an emergency
7 or temporary appointment shall continue to be eligible to accrue and use vacation leave.

8

9 **Section 2. Allowances.** Eligible nurses with the exception of those in the Registered Nurse
10 Advanced Practice or Psychiatric Registered Nurse Advanced Practice classifications shall accrue
11 vacation pay according to the following rates:

12

LENGTH OF SERVICE REQUIREMENT

VACATION ACCRUAL RATE

PER FULL PAYROLL PERIOD

0 through 5 years

4 working hours

After 5 through 8 years

5 working hours

After 8 through 12 years

7 working hours

After 12 through 18 years

7 1/2 working hours

After 18 through 25 years

8 working hours

After 25 through 30 years

8 1/2 working hours

After 30 years

9 working hours

13

14 Eligible nurses with the exception of those in the Registered Nurse Advanced Practice or
15 Psychiatric Registered Nurse Advanced Practice classifications being paid for less than a full
16 eighty (80) hour pay period shall have their vacation accruals pro-rated in accordance with the
17 schedule set forth in Appendix B.

1

2 Nurses in the Registered Nurse Advanced Practice or Psychiatric Registered Nurse Advanced
3 Practice classifications shall accrue vacation according to the following rates:

4

LENGTH OF SERVICE REQUIREMENT

VACATION ACCRUAL RATE

PER FULL PAYROLL PERIOD

0 through 5 years

6 working hours

After 5 through 8 years

7 working hours

After 8 through 10 years

7 1/2 working hours

After 10 through 19 years

8 working hours

After 19 through 24 years

8 1/2 working hours

After 24 years

9 working hours

5

6 Nurses in the Registered Nurse Advanced Practice or Psychiatric Registered Nurse Advanced
7 Practice classifications being paid for less than a full eighty (80) hour pay period shall have their
8 vacation accruals prorated in accordance with the schedule set forth in Appendix B1.

9

10 **Length of Service**

11

12 For purposes of determining changes in a nurse's accrual rate, Length of Service Requirement
13 shall include any leave of absence for that portion of the child bearing process where the physician
14 certifies that the nurse is unable to work because she is disabled and shall not include periods of
15 suspension, or unpaid non-medical leaves of absence, that are more than one (1) full pay period in
16 duration. Length of service requirement shall only include a nurse's service in a vacation eligible
17 status. This determination method shall not be used to change any Length of Service

1 Requirements determined prior to July 9, 1975. Accrual dates shall not be adjusted for nurses on
2 military leave.

3

4 **Changes in Accruals**

5

6 Changes in accrual rates shall be made effective at the beginning of the next pay period following
7 completion of the specified Length of Service Requirements.

8

9 **Reinstatement**

10

11 An eligible nurse who is reinstated or reappointed to state service within one (1) year of resignation
12 in good standing or retirement shall accrue vacation leave at the same rate with the same credit for
13 length of service that existed at the time of such separation.

14

15 A nurse who is reinstated or reappointed to State service after one (1) year but not more than four
16 years from the date of resignation in good standing or retirement may, at the Appointing Authority's
17 discretion, accrue vacation leave at the same rate and with the same credit for length of service
18 that existed at the time of such separation.

19

20 **Vacation – 275 Hours**

21

22 Nurses may accumulate unused vacation leave to any amount provided that once during each
23 fiscal year each nurse's accumulation must be reduced to two hundred seventy-five (275) hours or
24 less. If this is not accomplished on or before the last day of the fiscal year, the amount of vacation
25 leave shall be automatically reduced to two hundred seventy-five (275) hours at the end of the last
26 full payroll period of the fiscal year.

27

1 **Vacation Use**

2

3 Vacation leave hours shall not be used during the pay period in which the hours are accrued.

4

5 **Military Leave and Vacation**

6

7 Nurses on a military leave under Article 10 shall earn and accrue vacation leave as though actually
8 employed without regard to the maximum accumulation set forth above. Vacation earned in
9 excess of the maximum accumulation shall be taken within two (2) years of the date the nurse
10 returns from military leave.

11

12 **Workers' Compensation and Vacation**

13

14 An eligible nurse receiving workers compensation benefits shall accrue vacation leave for the
15 number of hours compensated by workers compensation, sick leave, and vacation leave.

16

17 When number of hours compensated is less than eighty (80) for the payroll period by a
18 combination of workers compensation, vacation leave, and/or sick leave, then the vacation leave
19 accrual rate will be prorated according to the schedule set forth in Appendix B.

20

21 When number of hours compensated is based solely on workers compensation, there will be no
22 vacation leave accrual for that payroll period.

23

24 **Vacation for Initial Appointments**

25

1 Nurses shall begin earning vacation leave on their first day in pay status as an eligible employee.
2 However, intermittent nurses shall begin earning vacation leave after completing sixty-seven (67)
3 days of employment.

4
5 Upon entry into State service, an eligible nurse shall be credited with forty (40) hours of vacation
6 leave. Such credit shall be reduced proportionately as vacation leave is accumulated. Vacation
7 hours credited upon entry to State service but not offset by accumulated vacation prior to
8 separation from State service shall not be eligible for liquidation.

9
10 If the nurse is a current employee in State service and that nurse has his/her accumulated
11 vacation leave hours transferred when appointed to an MNA position, the nurse shall not be
12 credited with additional vacation leave hours.

13
14 **Section 3. Crediting Accruals for Nurses in the Registered Nurse Advanced Practice or**
15 **Psychiatric Registered Nurse Advanced Practice Classifications.** Nurses in the Registered
16 Nurse Advanced Practice or Psychiatric Registered Nurse Advanced Practice classifications can
17 apply to their own Appointing Authority for upward adjustment of vacation accrual rates. Such
18 application shall document evidence of earned vacation for both:

- 19
- 20 1) Prior public-sector Registered Nurse Advanced Practice or Psychiatric Registered Nurse
21 Advanced Practice experience (including and not limited to, credit given in Article 7, Section
22 2 for reinstatement and reappointment beyond four years) except that military service must
23 be full-time military service for at least one hundred eighty-one (181) consecutive days; and
24
 - 25 2) Prior private-sector Registered Nurse Advanced Practice or Psychiatric Registered Nurse
26 Advanced Practice experience.

27

1 Within thirty (30) days of receiving the nurse's completed application, the Appointing Authority shall
2 approve in writing with a copy to MNA all, some, or none of the prior experience to adjust upward
3 the individual Registered Nurse Advanced Practice's or Psychiatric Registered Nurse Advanced
4 Practice's vacation accrual rate. Such upward adjustment shall be effective in the pay period
5 following the Appointing Authority's written approval and shall not be retroactive.

6

7 **Section 4. Granting Vacation.** Every reasonable effort shall be made by the Appointing
8 Authority to schedule a nurse's vacation at a time agreeable to the nurse insofar as adequate
9 scheduling permits. If it is necessary to limit the number of nurses within a classification on
10 vacation at the same time, and in the event there is a conflict among nurses over vacation periods
11 which is not resolved by mutual agreement between the nurses, vacation schedules shall be
12 established on the basis of the nurse making the earliest request for the vacation time. If the
13 requests are made on the same day or during the same established sign up period, the requested
14 vacation shall be granted to the nurse having the greater classification seniority in the work unit.

15

16 **Written Requests**

17

18 Whenever practicable, nurses shall submit written requests for vacation at least (4) weeks in
19 advance of their vacation to their supervisor, on forms furnished by the Appointing Authority. No
20 request may be submitted for a vacation period more than six (6) months in advance of this
21 request. However, vacation requests of fourteen (14) consecutive days or longer may be
22 submitted up to twelve (12) months in advance.

23

24 In any Facility or Seniority Unit where other Bargaining Units have amended the period of time to
25 submit vacation requests (more than six (6) months in advance), this section is hereby modified to
26 conform with those amended periods of time.

27

1 When advance written requests are impractical, nurses shall secure the approval of their
2 supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond in
3 writing to all vacation requests and shall answer all written requests in writing within ten (10)
4 calendar days after such request is made.

5

6 Once the vacation has been approved, it shall not be rescinded by the employer except during an
7 emergency. The nurse may rescind a vacation request with at least twenty-eight (28) days notice.

8

9 **Vacation on Weekends**

10

11 In continuous operations facilities where nurses are scheduled every other weekend off, such
12 nurses will be granted a minimum of one (1) additional vacation weekend each fiscal year.
13 Provided however, nurses who have eight (8) or more years of service shall be granted a minimum
14 of two (2) vacation weekends each fiscal year.

15

16 **Meet and Confer**

17

18 At the request of the Association, the Appointing Authority shall meet and confer to discuss
19 vacation scheduling issues.

20

21 **Section 5. Vacation Charges.** Nurses who use vacation shall be charged only for the number of
22 hours they would have been scheduled to work during the period of absence. In no instance,
23 however, shall vacation leave be granted in increments of less than 1/2 hour except to permit use
24 of lesser fractions that have been accrued.

25

26 Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation
27 day.

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Nurses vacation accruals earned while on paid leave may be used by the nurse with the approval of his/her supervisor without returning to work prior to the use of such accrued leave. Should a nurse become ill or disabled while on vacation leave, vacation leave shall be changed to sick leave, effective the date of the illness or disability upon approval of the supervisor. Such notice shall be accompanied by a medical statement from a medical practitioner and shall be given to the supervisor as soon as possible after the illness or disability occurs.

Section 6. Vacation Transfer - Liquidation. An eligible nurse who transfers or is transferred from another Appointing Authority without an interruption in service shall carry forward accrued and unused vacation leave. A nurse who is on permanent layoff or who is separated from state service by resignation in good standing, discharge, retirement, or death shall be compensated in cash at the nurse's then current rate of pay, for all vacation leave to the nurse's credit at the time of separation.

At the nurses option he/she may receive payment for accumulated vacation leave upon beginning an unpaid leave of absence approved for more than one year in duration provided the leave of absence is not for the purpose of accepting an unclassified position in State Civil Service. However, in no case shall payment exceed two hundred sixty (260) hours except in the death of an employee.

Section 7. Vacation Leave and Flexible Scheduling. See Article 4, Section 15 for vacation leave under flexible scheduling arrangements.

Section 8. Vacation Donation Program. Nurses shall be able to donate accrued vacation leave for the use of employees who have exhausted their sick leave as permitted by Minnesota Statute 43A.1815.

1 **ARTICLE 8 - SICK LEAVE**

2
3 **Section 1. Eligibility.** All nurses shall be eligible nurses for purposes of this Article, (except for
4 intermittent nurses, emergency nurses, and temporary nurses). In addition, intermittent nurses
5 shall become eligible nurses for purposes of this Article after completion of sixty-seven (67)
6 working days in any twelve (12) month period. Eligible nurses on layoff who accept an emergency
7 or temporary appointment shall continue to be eligible to accrue and use sick leave.

8

9 **Section 2. Sick Leave Accrual Rate.**

10

11 A. **Pay Period.** All eligible nurses shall accrue sick leave at the rate of four (4) hours per pay
12 period of continuous employment beginning with their date of hire.

13

14 B. **Not Full-Time.** Eligible nurses being paid for less than a full eighty (80) hour payroll period
15 shall have their sick leave accrual pro-rated in accordance with the schedule set forth in
16 Appendix C.

17

18 C. **Military Leave.** Nurses on a military leave under Article 10 shall earn and accrue sick leave as
19 though actually employed, pursuant to M.S. 192.26.

20

21 D. **Workers' Compensation.**

22

23 1. An eligible nurse receiving workers' compensation benefits shall accrue sick leave for the
24 number of hours compensated by a combination of workers' compensation, sick leave,
25 and/or vacation leave.

26

1 2. Sick leave is accrued only in pay periods where the nurse supplements the workers'
2 compensation payments with sick leave, vacation leave, compensatory time, or regular
3 hours worked.

4
5 3. When number of hours compensated is less than eighty (80) for the payroll period by a
6 combination of workers' compensation, vacation leave, and/or sick leave, then the sick
7 leave accrual rate will be prorated according to the schedule set forth in Appendix C.

8
9 **Section 3. Sick Leave Upon Transfer.** An eligible nurse who transfers or is transferred from
10 another Appointing Authority without an interruption in service shall carry forward accrued and
11 unused sick leave.

12
13 **Section 4. Sick Leave Restoration Upon Reinstatement or Reappointment.**

14
15 A. **Sick Leave Balance Upon Reinstatement or Reappointment.**

16
17 1. **Within One (1) Year of Service.** An eligible nurse who is reinstated or reappointed to
18 State service on or after July 1, 1979, and within one (1) year of the date of resignation in
19 good standing or retirement shall have accumulated but unused sick leave balance
20 restored and posted to the nurse's credit in the records of the Appointing Authority.

21
22 2. **After One (1) Year of Service But Not More Than Four (4) Years of Service.** An eligible
23 nurse reinstated or reappointed to State service after one (1) year but not more than four
24 (4) years from the date of resignation in good standing or retirement may, at the Appointing
25 Authority's discretion, have his/her accumulated but unused sick leave balance restored
26 and posted to the nurse's credit in the records of the Appointing Authority.

1 B. **Sick Leave Balance Upon Reinstatement or Reappointment Following Severance**

2 **Payment.** A nurse who receives severance pay but returns to State service and is reinstated
3 or reappointed shall have his/her sick leave balance restored at sixty (60) percent of the
4 nurse's accumulated but unused sick leave balance (which balance shall not exceed nine
5 hundred (900) hours plus eighty seven and one-half (87½) percent of the nurse's accumulated
6 but unused sick leave bank).

7
8 **Section 5. Usage.** A nurse shall be granted sick leave with pay as follows:

9
10 Whenever practical, nurses shall submit written requests for sick leave to the Appointing Authority
11 in advance of the period of absence. When advance notice is not possible, nurses shall notify their
12 supervisor by telephone or other means at the earliest opportunity.

13
14 A. **To the Extent of the Nurse's Accumulation.**

- 15
16 1. For absences necessitated by the nurse's illness, or disability; by a necessity for medical,
17 chiropractic, or dental care; or
18
19 2. by the nurse's exposure to contagious disease which endangers the health of other nurses,
20 clients, or the public; or
21
22 3. by illness of a spouse, dependent children, step-children/foster-children (including wards,
23 and children for whom the nurse is legal guardian), or parent living in the same household
24 of the nurse; or
25
26 4. illness of a minor child (whether or not the child lives in the same household of the nurse),
27 for such reasonable periods as his/her attendance may be necessary; or

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5. a pregnant nurse may also use sick leave during the period of time that her doctor or midwife certifies that she is unable to work because of the pregnancy; or
~~5-6.~~ to accompany a parent, spouse, minor or dependent children/step-children/foster children (including wards or children for whom the nurse is the legal guardian) to dental or medical appointments.

B. Limited to Not More Than Five (5) Days.

1. Leave to arrange for necessary nursing care for members of the family or
2. except as indicated in Section 5.A. above birth or adoption of a child. ~~or~~
- ~~3. to accompany spouse, minor or dependent children/step-children/foster children (including wards or children for whom the nurse is legal guardian) to dental or medical appointments.~~

In cases where more than five (5) days are required or where a nurse's accumulation is less than five (5) days, nurses may request vacation leave. The request for vacation leave shall not be unreasonably denied.

~~C. Limited to Not More than Twenty-Four (24) Hours. With prior notice, up to twenty-four (24) hours of sick leave per fiscal year may be used to take a parent not living in the same household to medical and dental appointments.~~

NOTE: Sick leave may also be used for the illness or injury of family members as provided by state law. See letter dated August 15, 2014 for additional information regarding use of sick leave.

1 **Section 6. Requests for Medical Statements.** If the Appointing Authority believes that the nurse
2 has abused or is abusing sick leave, nurses using leave under this Article may be required to
3 furnish a statement from a medical practitioner upon the request of an Appointing Authority.

4
5 If the Appointing Authority has reason to believe the nurse is not fit to work or has been exposed to
6 a contagious disease which endangers the health of other nurses, clients, or the public, the
7 Appointing Authority may also request a statement from a medical practitioner.

8
9 Such statement shall indicate the nature and the expected duration of the illness or disability.

10
11 The abuse of sick leave shall constitute just cause for disciplinary action.

12
13 **Section 7. Sick Leave Charges.**

14
15 A. **Hours Scheduled to Work.** A nurse using sick leave shall be charged for only the number of
16 hours the nurse was scheduled to work during the period of the nurse's sick leave.

17
18 B. **Use in Same Pay Period.** Sick leave hours shall not be used during the payroll period in
19 which the hours are accrued.

20
21 C. **Incremental Use.** In no instance shall sick leave be granted for periods of less than one-half
22 (1/2) hour except to permit utilization of lesser increments that have been accrued.

23
24 D. **Holidays.** Holidays that occur during sick leave periods will be paid as a holiday and not
25 charged as a sick leave day.

26

1 E. **Paid Leave.** Sick leave accruals earned while on paid leave may be used by the nurse with
2 the approval of a supervisor without returning to work prior to using of such accrued sick leave.

3

4 F. **On the Job Injury.** Any nurse incurring an on the job injury shall be paid the nurse's regular
5 rate of pay for the remainder of the work shift. Any necessary sick leave charges for nurses so
6 injured shall not commence until the first scheduled work day following the injury.

7

8 **Section 8. Severance Pay.**

9

10 A. **Calculation.** Severance pay shall be equal to forty (40) percent of the nurse's accumulated
11 but unused sick leave balance up to nine hundred (900) hours and twelve and one-half percent
12 (12.5%) of the remaining balance.

13

14 B. **Eligibility.**

15

16 1. **Twenty (20) Years or More of State Service.** All nurses who have accrued twenty (20)
17 years or more continuous State service shall receive severance pay upon any separation
18 from State service.

19

20 2. **Less than Twenty (20) Years of State Service.** Nurses with less than twenty (20) years
21 continuous State service shall receive severance pay upon mandatory retirement or
22 ~~retirement~~ separation at or after age sixty-five (65); death; or layoff, except for seasonal
23 layoffs.

24

25 3. **After Ten (10) Years of State Service.** Nurses who ~~retire~~ separate from State service
26 after ten (10) years of continuous State service and who are immediately entitled at the time

1 of ~~retirement~~ separation to receive an annuity under a state retirement program shall,
2 (notwithstanding an election to defer payment of the annuity), also receive severance pay.

3
4 C. **Severance Payout, Subsequent Reappointment, and Future Severance Eligibility.**

5 Should a nurse not laid off who has received severance pay be subsequently reappointed to
6 State service, eligibility for future severance pay shall be computed upon the difference
7 between:

- 8
- 9 1. the amount of accumulated but unused sick leave restored to the nurse's credit at the time
10 the nurse was reappointed and
 - 11
 - 12 2. the amount of accumulated but unused sick leave at the time of the nurse's subsequent
13 eligibility for severance pay.

14
15 Calculation for eligibility in Article 8, Section 8B, is automatic, given the nurse has previously
16 attained the years of service.

17
18 D. **Severance Payout, Subsequent Reappointment, and Future Severance Eligibility for**
19 **Laid Off Registered Nurses.** Should any laid off nurse who has received severance pay be

20 subsequently reappointed to State service, eligibility for future severance pay shall be
21 computed upon the difference between:

- 22
- 23 1. the amount of accumulated but unused sick leave restored to the nurse's credit at the time
24 the nurse was reappointed and
 - 25
 - 26 2. the amount of accumulated but unused sick leave at the time of the nurse's subsequent
27 eligibility for severance pay.

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Calculation for eligibility in Article 8, Section 8B, is time served in continuous State service prior to the layoff, time served while on any layoff list, and time worked in the reappointment subsequent to the layoff.

E. **Terms of Severance Payment.** Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed two (2) years from termination of employment. In the event that a terminated nurse dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 9. Sick Leave and Flexible Scheduling. See Article 4, Section 15 for sick leave under flexible scheduling arrangements.

1 **ARTICLE 9 - INJURED ON DUTY**

2

3 **Section 1. Special Rate.** The parties recognize that nurses working with residents or inmates at
4 certain state institutions or facilities face a high potential for injury due to the nature of their
5 employment. Therefore, a nurse of any Department of Corrections institutions, Department of
6 Human Services facilities, or the Minnesota Veterans Home who, in the ordinary course of
7 employment, while acting in a reasonable and prudent manner and in compliance with the
8 established rules and procedures of the Appointing Authority, incurs a disabling injury stemming
9 from the aggressive and/or intentional and overt act of a person who is a resident or is in the
10 custodial control of the institution, or which is incurred while attempting to apprehend or take into
11 custody such inmate or resident, shall receive compensation in an amount equal to the difference
12 between the nurse's regular rate of pay and benefits paid under workers compensation, without
13 deduction from the nurse's accrued sick leave. Such compensation shall be used prior to receiving
14 workers' compensation benefits and/or to supplement workers' compensation benefits and shall
15 not exceed an amount equal to two hundred forty (240) times the nurse's regular hourly rate of pay
16 per disabling injury.

17

18 **Section 2. Workers' Compensation Leave.** Nurses incurring an on-the-job injury shall be paid
19 their regular rate of pay for the remainder of the work shift. Any necessary deductions from
20 accrued sick leave for nurses so injured shall not commence until the first scheduled workday
21 following the injury.

22

23 Nurses absent from duty as a result of an injury or illness for which a claim for workers'
24 compensation is made may elect to use accumulated vacation or sick leave or both during a period
25 of absence pending an award of workers' compensation benefits. A nurse receiving workers'
26 compensation may choose to supplement it with accrued but unused sick leave, vacation or

1 compensatory time in an amount which will total the nurse's regular gross pay for the period of
2 time involved. Sick leave must be exhausted before vacation leave can be used.

3

4 If a full payroll check is issued to a nurse prior to the issuance of a benefits determination and a
5 subsequent workers' compensation check is issued for the same period, overpayments shall be
6 corrected in the nurse's payroll payment in the subsequent payroll period(s). If, however, the
7 nurse is not being paid enough hours in the subsequent pay period(s) to cover the amount of the
8 negative adjustment the nurse may be required to return the workers' compensation check to the
9 agency.

10

11 Vacation and sick leave accrual is based on the combined total of the number of hours paid by
12 workers' compensation, the number of hours of sick or vacation leave used, and/or regular hours
13 worked. Sick and vacation leave is only accrued in pay periods where the nurse supplements the
14 workers' compensation benefits.

15

16 Nurses shall be entitled to immediate return to actual employment upon appropriate release from
17 workers' compensation status, provided nurses are not so affected or disabled as to be unable to
18 perform their jobs satisfactorily or safely.

1 **ARTICLE 10 - LEAVES OF ABSENCE**

2

3 **Section 1. Application and Authorization for Leave.** All requests for a leave of absence shall
4 be submitted in writing by the nurse to the nurse's supervisor. All requests for leave shall be
5 submitted as soon as the need for such a leave is known. The request shall state the reason for
6 and the anticipated duration of the leave of absence.

7

8 Authorization for or denial of a leave of absence shall be furnished to the nurse in writing. Such
9 authorization shall include the beginning and ending date of the leave of absence.

10

11 **Section 2. Paid Leaves of Absence.**

12

13 A. **Bereavement Leave.** The use of a reasonable period of sick leave shall be granted in cases
14 of death of the spouse or parents and grandparents of the spouse, or the parents/step parents,
15 grandparents, guardian, children/step children, grandchildren, parent of the nurse's minor child,
16 brothers, sisters, or wards of the nurse.

17

18 For individuals not listed above, nurses may request vacation leave in cases of death of such
19 individuals under the provisions of Article 7, Vacation Leave. Nurses may also request
20 vacation leave under the provisions of Article 7 in instances in which sick leave has been
21 exhausted.

22

23 The supervisor shall make a reasonable effort to adjust the hours of a nurse in order to permit
24 his/her attendance at the funeral of a co-worker.

25

26 B. **Court Appearance Leave.** Leave shall be granted for appearances before a court, legislative
27 committee, or other judicial or quasi-judicial body in response to a subpoena or other direction

1 of proper authority for job-related purposes other than those instituted by the nurse or the
2 exclusive representative. Leave shall also be granted for attendance in court in connection
3 with a nurse's official duty, which shall include any necessary travel time. Such nurse shall be
4 paid the nurse's regular rate of pay but shall remit to her/his Appointing Authority the amount
5 received, exclusive of expenses, for serving as a witness.

6
7 C. **Jury Duty Leave**. Leave shall be granted for service upon a jury. Nurses whose scheduled
8 shift is other than a day shift shall be reassigned to a day shift during the period of service
9 upon a jury. When not actually serving on a jury and only on call, the nurse shall report to
10 work.

11
12 D. **Military Leave**. Up to fifteen (15) working days leave per calendar year shall be granted to
13 members of a reserve force of the United States or of the State of Minnesota who are ordered
14 by the appropriate authorities to attend a training program or perform any other duties under
15 the supervision of the United States or the State of Minnesota during the period of such
16 activity. The nurse, upon receiving notification of duty, shall notify his/her immediate
17 supervisor within three (3) calendar days of receiving that notification.

18
19 E. **Voting Time Leave**. Any nurse who is eligible to vote in any statewide general election or at
20 any election to fill a vacancy in the office of a representative in Congress or in the office of
21 state senator or state representative, may absent himself/herself from work for the purpose of
22 voting of such election day provided the nurse has made prior arrangements for such absence
23 with his/her immediate supervisor.

24
25 F. **Investigatory Leave**. The Appointing Authority/designee may place a nurse who is the
26 subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable
27 basis exists to warrant such leave. Any nurse who is placed on investigatory leave with pay

1 shall be given a written statement indicating that the nurse is being placed on investigatory
2 leave and the reasons for the investigation.

3
4 G. **Administrative Leave.** The Appointing Authority may at its discretion place a nurse on paid
5 administrative leave for up to thirty (30) calendar days where the nurse has been involved in a
6 critical incident or where continued presence in the workplace poses a risk to the nurse or the
7 organization. Upon placing a nurse on administrative leave, the Appointing Authority shall
8 notify the nurse in writing of the basis for placing the nurse on such leave and the estimated
9 duration of the leave. The Commissioner of Minnesota Management & Budget may authorize
10 the leave to be extended for a period not greater than thirty (30) calendar days, unless the
11 Association has agreed to an extension(s) of longer duration. It is the Appointing Authority's
12 policy to return a nurse to active duty status as soon as is practical and prudent.

13
14 Any nurse who is placed on an administrative leave with pay shall be given a written statement
15 indicating that the nurse is being placed on an administrative leave and the reasons for the
16 leave.

17
18 Paid leaves of absence granted under this Article shall not exceed the nurse's normal work
19 schedule.

20
21 **Section 3. Unpaid Leaves of Absence.**

22
23 A. **Medical Leave.** Leave of absence up to a cumulative total of one (1) year shall be granted to
24 any permanent nurse who, as a result of an extended illness or injury, has exhausted his/her
25 accumulation of sick leave. Upon the request of the nurse, such leave may be extended.

1 B. **Employer-Initiated Disability Leave**. If the Appointing Authority has reasonable cause to
2 believe that a nurse is unfit or unable to perform the duties of his/her position as a result of
3 disability, illness or injury, the nurse may be placed on a leave of absence for a period not to
4 exceed one (1) year in duration.

5
6 Such leave shall be based on an evaluation by a medical practitioner. In the event that the
7 Appointing Authority requires the nurse to go to a specific medical practitioner, the Appointing
8 Authority agrees to pay for the cost of such evaluation.

9
10 The nurse may take advantage of the Appointing Authority's Employee Assistance Program or
11 a similar program.

12
13 The Appointing Authority agrees to provide notice to the Association prior to placing the nurse
14 on such leave and will meet with a local representative, and an Association representative in
15 the presence of the nurse prior to effecting the leave, if so requested by the Association.

16
17 C. **Parenting or Adoption Leave**. A Parenting or Adoption leave of absence shall be granted to
18 a natural or adoptive parent who requests such leave in conjunction with the birth or adoption
19 of a child.

20
21 The leave shall commence on the date requested by the nurse and shall continue up to six (6)
22 months. However, such leave may be extended up to a maximum of one (1) year by mutual
23 consent between the nurse and the Appointing Authority. Parenting leave shall not be
24 considered the same as disability leave, and it shall continue up to six (6) consecutive months,
25 and shall be reduced by any paid or unpaid leave of absence.

26

1 D. **Military Leave**. Nurses shall be entitled to military leave of absence without pay as authorized
2 by M.S. 192.261.

3

4 E. **Personal Leave**. Leave may be granted to any nurse, upon request, for personal reasons.

5

6 F. **Association Leave**. Upon the written request of the Association, nurses who are elected or
7 appointed by the Association to serve on an Association Negotiating Team shall be granted
8 reasonable time off for such purposes. Association Representatives or other nurses who may
9 be elected or appointed by the Association to perform certain duties for the exclusive
10 representative on a daily basis, shall be granted such time off on a daily basis provided, the
11 granting of such time off does not adversely affect the operations of the nurse's work unit.

12

13 In any case of leave of absence or time off to perform duties for the exclusive representative,
14 the number of nurses to be granted leave of absence or time off from any one work unit may
15 be limited by the Appointing Authority, if the Appointing Authority determines that the number
16 requesting the leave of absence or time off would adversely affect the operations of the work
17 unit.

18

19 Upon advanced written notice, leave shall be granted to nurses who are elected officers or
20 appointed full time representatives of the Association. Annually, the Appointing Authority may
21 request the Association to confirm the nurse's continuation on Association Leave. Such
22 elected or appointed representatives may request vacation leave for purposes of this sub-
23 section.

24

25 Leave time for service on the Association Negotiating Team shall be considered as paid leave
26 for purpose of vacation leave and sick leave accrual and for purposes of eligibility for holiday
27 pay.

1
2 G. **Educational Leave**. Leave may be granted to any nurse for educational purposes.

3
4 H. **Political Caucus or Convention**. Upon ten (10) days advance request, leave shall be
5 granted to any nurse for the purpose of attending a political caucus/conventions.

6
7 ~~I. **Elder Care Leave**. Leave may be granted to any nurse for purposes of elder care.~~

8
9 J.I. **Unpaid Administrative Leave**. At the Appointing Authority's discretion, a nurse may be
10 placed on unpaid administrative leave when the nurse is unable to work because of the
11 temporary absence of a license.

12
13 **Section 4. Return from Leave**. Nurses returning from leave shall return to a position in their
14 same classification, option, if any, and seniority unit. Nurses returning from extended leaves of
15 absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior
16 to their return from leave. Nurses who give the Appointing Authority notice of returning to work
17 thirty (30) days or more in advance of their return from leave shall be given a specific fourteen (14)
18 day work schedule. Nurses who give the Appointing Authority less than thirty (30) days notice of
19 returning from leave to work shall only receive a specific start date/time. Nurses may return to
20 work prior to the agreed upon termination date with the approval of the Appointing Authority.
21 Leaves of absence, or extensions of such leave, which are subject to the discretionary authority of
22 the Appointing Authority may be cancelled by an Appointing Authority upon reasonable written
23 notice to the nurse.

24
25 An employee on an approved leave of absence is required to contact the Appointing Authority if an
26 extension is being requested. Failure to contact the Appointing Authority about an extension prior

1 to the end of the approved leave period shall be deemed to be a voluntary resignation, and the
2 employee shall be severed from state service.

3

4 **Section 5. Statutory Leaves.** A list of statutory leaves is contained in Appendix F to this
5 Agreement. Statutory leaves are subject to change or repeal and are not grievable or arbitrable
6 under the provisions of this Agreement.

1 **ARTICLE 11 - VACANCIES, FILLING OF POSITIONS**

2

3 **Section 1. Vacancies.** A vacancy is defined as a non-temporary (more than twelve [12] months)
4 or seasonal opening in the classified service which the Appointing Authority determines to fill. A
5 vacancy is not created when there is a change in the employee's employment condition pursuant
6 to Article 4, Section 4.

7

8 **Section 2. Waivers.** The Appointing Authority and the Association may agree to waive this
9 Article in order to accommodate the placement of bargaining unit employees who are returning to
10 work from a workers' compensation disability leave.

11

12 **Section 3. Employment Condition.** Employment condition is the combination of the hours of
13 work and appointment status as defined in A and B below.

14

15 A. **Hours of Work.**

16

17 1. **Full-time employees.** "Full-time employee" means an employee who is normally
18 scheduled to work 80 hours in a bi-weekly payroll period.

19

20 2. **Part-time employee.** "Part-time employee" means an employee who is normally
21 scheduled to work fewer than 80 hours in a biweekly payroll period.

22

23 3. **Intermittent employee.** "Intermittent employee" means an employee who works an
24 irregular and uncertain schedule which alternatively begins, ceases, and begins again as
25 the needs of the agency require.

26

27 B. **Appointment Status.**

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1. **Unlimited employee.** "Unlimited employee" means an employee who is appointed with no definite ending date.
2. **Temporary employee.** "Temporary employee" means an employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of 12 months in any 24-month period in any one agency.
3. **Seasonal employee.** "Seasonal employee" means an employee who is appointed for no more than ten months during any 12 consecutive months but who is expected to return to work year after year.
4. **Emergency employee.** "Emergency employee" means an employee who is appointed for no more than 45 aggregate working days in any 12 month period for any single Appointing Authority.

Section 4. Job Postings. When a vacancy occurs, the Appointing Authority shall post an announcement with the following information: the date of initial posting, ~~the working title (if applicable),~~ the classification and (class option, if any), a general description of duties, the requirements of the position, employment condition, the salary range, the work location, the shift or shifts (if applicable), the normal hours of work and the anticipated starting date on appropriate bulletin boards in the seniority unit where the vacancy exists for a minimum of seven (7) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority.

The posting of a vacancy shall not be required if the Appointing Authority reassigns or offers the vacancy to a seniority unit nurse who has received notice of permanent layoff from the same or a transferrable or higher classification per Article 13, Layoff and Recall.

1 For informational purposes only, each Appointing Authority within a multi-seniority unit agency
2 shall maintain a list of or copies of job postings of vacancies in other seniority units within the
3 agency. In addition, each Appointing Authority will make available information concerning
4 temporary and unclassified openings.

5

6 **Section 5. Written Memo of Intent.** Nurses may indicate an interest in the filling of such vacancy
7 by submitting a written memo of intent/interest bid to the Appointing Authority on or before the
8 expiration date of the posting. Any nurse working under that Appointing Authority may submit such
9 written memo which shall be considered. However, only nurses in the classification noted on the
10 posting shall be eligible to submit a memo of intent on the posted vacancy. A nurse who is not
11 selected to fill the vacancy shall be notified in writing of the reason(s) if the nurse so requests. The
12 Appointing Authority shall not be arbitrary, capricious or discriminatory and must have a legitimate
13 business reason to reject all nurses showing interest. If the vacancy is not filled by a nurse who
14 showed interest, then it shall be filled in accordance with Section 6.

15

16 **Section 6. Filling Positions.** Whenever the Appointing Authority determines that a vacancy shall
17 be filled and a seniority unit layoff list as defined in Article 13, Section 6(A) exists, vacancies shall
18 be filled by recall from the seniority unit layoff list. In the absence of a seniority unit layoff list, the
19 Appointing Authority shall fill vacancies from among those qualified nurses on the bargaining unit
20 layoff list. In the absence of both layoff lists, the Appointing Authority may fill vacancies in
21 accordance with provisions of Minnesota Statutes.

22

23 The Appointing Authority agrees that nurses hired be given a letter of appointment stating the
24 classification and (class option, if any), working title (if applicable), employment condition, a
25 general description of duties, the work location, the pay range and specific rate of pay, shift or
26 shifts (if applicable), the normal hours of work and the starting date prior to commencing
27 employment.

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Section 7. Transfers Between Appointing Authorities. Nurses working under one Appointing Authority may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which the nurse wishes to transfer. The Employer will supply the Association with a list of all Personnel Officers, including addresses and telephone numbers, in agencies where nurses covered by this Agreement are employed.

Section 8. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, the position shall be considered vacant under the provisions of this Article and filled in accordance with Sections 4 through 6.

Section 9. Effects of Reallocation on the Filling of Positions. When the allocation of a position is changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in the position, such situation shall be deemed a reallocation and not considered a vacancy under the provisions of this Article. The incumbent nurse of a reallocated position shall be appointed to that position provided the incumbent possesses any licensure, certification or registration required for the class to which the position has been reallocated.

When the incumbent nurse does not possess the required licensure, certification or registration, the nurse shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority of the nurse's failure to qualify. The position shall then be considered vacant under the provisions of this Article and may be filled in accordance with

1 Sections 4 through 6. If the incumbent is ineligible to continue in the position and is not
2 transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

3
4 If the incumbent of a position which is reallocated to a higher classification existing at the time of
5 the request receives a probationary appointment to the reallocated position, pay for the reallocated
6 position shall commence fifteen (15) calendar days after Minnesota Management & Budget
7 receives a reallocation request determined by Minnesota Management & Budget to be properly
8 documented, and the payment shall continue from that date until the effective date of the
9 probationary appointment.

10
11 Such payment does not apply to reallocations resulting from department or division or group
12 studies initiated by Minnesota Management & Budget or the Appointing Authority. The
13 Commissioner of Minnesota Management & Budget shall determine when such payment is
14 appropriate.

15
16 Nurses may submit requests for job audits directly to Minnesota Management & Budget.

17
18 **Section 10. Classification Decisions.** The decisions of the Commissioner of Minnesota
19 Management & Budget pursuant to Sections 8 and 9 shall not be subject to the grievance and
20 arbitration provision of this Agreement. Nurses may appeal the decision under Minnesota Statutes
21 and Administrative Procedures of Minnesota Management & Budget.

22
23 **Section 11. Probationary Period Duration.**

24
25 A. **Required Probationary Period.** Except as provided below, all unlimited appointments to
26 positions in the classified service shall be for probationary period specified in Section 11C.

27

1 No probationary period shall be required for a recall from a Seniority Unit Layoff List, a transfer
2 in the same class under the same Appointing Authority, a transfer or demotion to a previously
3 held class under the same Appointing Authority.

4
5 B. **Discretionary Probationary Period**. An Appointing Authority may, with prior written notice to
6 the nurse, require a probationary period as specified in Section 11C for transfers and
7 demotions to a new Appointing Authority or to classes in which the employee has not
8 previously served, reemployment, or reinstatement, or recall from a Class (Class Option)
9 Layoff List.

10
11 C. **Length of Probationary Period**.

12
13 1. **Fifty (50) Percent or Greater Time Nurses**. All probationary periods for all unlimited and
14 seasonal employees who work fifty (50) percent or more time shall be six (6) months. Any
15 unpaid leaves of absence in excess of a total of ten (10) consecutive working days shall be
16 added to the duration of the probationary period.

17
18 2. **Intermittents and Less than Fifty (50) Percent Time Nurses**. All probationary periods
19 shall be one thousand forty-four (1044) working hours or a maximum of one (1) year.
20 Working hours shall include hours actually worked, excluding overtime. Working hours
21 shall also include paid holidays, compensatory time off taken, and paid leave taken in
22 increments of less than the employee's normal work day.

23
24 3. **Reallocated Positions**. Notwithstanding 1 and 2 above, an incumbent appointed to a
25 reallocated position shall serve a probationary period of three (3) months.

1 D. **Probationary Extensions.** If the Appointing Authority feels that an extension of the
2 probationary period could result in successful completion of the probationary period, the
3 Appointing Authority, the nurse, and the Association may mutually agree to a limited extension
4 in accordance with the following:

5

6 1. **Fifty (50) Percent or Greater Time Nurses.** Three (3) months.

7

8 2. **Intermittents and Less Than Fifty (50) Percent Time Nurses.** Five hundred twenty (520)
9 working hours.

10

11 For purposes of this Article, working hours shall include hours actually worked, excluding overtime,
12 except that working hours shall include overtime hours if the nurse is required to liquidate the
13 overtime in compensatory time off. Working hours shall also include paid holidays and paid leave
14 taken in increments of less than the nurse's normal work day. The probationary period shall
15 exclude any time served in emergency, provisional, temporary or unclassified appointments.

16

17 During the probationary period the Appointing Authority shall conduct a minimum of one (1)
18 performance review of the nurse's work performance at the approximate midpoint of the
19 probationary period. This evaluation shall include a plan of action based on performance
20 indicators contained in the position description and shall include coaching to achieve these
21 performance indicators.

22

23 Nothing in this section shall be construed as preventing an Appointing Authority from non-certifying
24 a nurse at any time.

25

1 Nurses promoted prior to the completion of their probationary period to a higher position in the
2 nurse occupational field shall complete their probationary period in the lower position by service in
3 the higher position.

4

5 **Section 12. Probationary Nurses.** A nurse on probation who is not certified shall be given
6 written reasons for his/her non-certification with a copy of the letter to the Association.

7

8 A. **Serving Initial Probationary Period.** Probationary nurses serving an initial probationary
9 period may have the Association process the grievance on discharge or non-certification to
10 Step 3 of Article 16 (Grievance Procedure), but such grievances shall not be subject to the
11 arbitration provision of this Agreement.

12

13 B. **Subsequent Probationary Period.** Nurses who have permanent status in a nurse
14 classification in the bargaining unit shall be given written reasons for non-certification in a
15 subsequent probationary period in another classification. Any nurse who is not certified shall
16 have the right to return to the position or another position in the same classification and option
17 in the Seniority unit from which the nurse was transferred or promoted. These permanent
18 status nurses who fail to be certified may have the Association process non-certification
19 grievances to Step 3 of Article 16 (Grievance Procedures), but such grievances shall not be
20 subject to the arbitration provision of this Agreement. However, permanent status nurses may
21 not be discharged without just cause.

1 **ARTICLE 12 - SENIORITY**

2

3 **Section 1. Seniority.** For the purpose of this Article, seniority is defined as follows:

4

5 A. **Classification Seniority.** "Classification Seniority" is defined as the length of continuous
6 employment since the date of the nurse's initial probationary appointment to the classification
7 within the bargaining unit and the department. Seniority is not accrued for time served in an
8 emergency, provisional except as provided in E below, temporary or unclassified appointment.
9 Seniority for Registered Nurses who previously worked in the Evaluator I class and are now
10 working in the Evaluator II class, will have their seniority in these two (2) classifications
11 merged. This means that seniority for the Evaluator II class will be combined with the duration
12 of time spent in the Evaluator I class.

13

14 B. **Departmental Seniority.** "Departmental Seniority" is defined as the nurse's length of
15 continuous employment within a State department since the last date of entry into the State
16 department. Seniority is not accrued for time served in an emergency, provisional except as
17 provided in E below, temporary or unclassified appointment.

18

19 C. **Bargaining Unit Seniority.** "Bargaining Unit Seniority" is defined as the nurse's length of
20 continuous employment within the Bargaining Unit since the last date of entry into the
21 Bargaining Unit. Seniority is not accrued for time served in an emergency, provisional except
22 as provided in E below, temporary or unclassified appointment.

23

24 D. **State Seniority.** "State Seniority" is defined as the length of employment with the State of
25 Minnesota since the last date of hire.

26

1 E. **Continuous Employment**. "Continuous Employment" shall commence on the date a nurse
2 begins to serve a probationary period.

3
4 Continuous employment shall be interrupted only by separation because of resignation,
5 termination for just cause, failure to return upon expiration of a leave of absence, failure to
6 respond to a recall from layoff, or retirement.

7
8 In the case of a nurse working under a provisional appointment, continuous employment shall
9 be credited back to the date of hire at the time a nurse begins to serve a probationary period in
10 the classification.

11
12 Continuous employment shall include time on layoff.

13
14 When a nurse is exercising bumping rights, or is demoting, or is transferring, Classification
15 Seniority in the class to which the nurse is bumping, demoting or transferring shall include
16 Classification Seniority in all related higher or related equally paid classes in the bargaining unit in
17 which the nurse has previously served provided such continuous employment is in the same
18 department. Also, if the title of the nurse's classification is changed, seniority in the retitled class
19 shall include the continuous employment in the original class.

20
21 **Section 2. Seniority Rosters**. The Appointing Authority shall prepare and post seniority rosters
22 and give a copy to the Local Association Representative each November and May. Upon written
23 request of the Association, the Appointing Authority shall, within thirty (30) days, mail a copy of the
24 then current Seniority Roster to the Association. The rosters shall list each nurse in order of
25 Classification seniority, and reflect each nurse's date of Classification Seniority, date of
26 Departmental Seniority, date of Bargaining Unit Seniority, and date of State Seniority. The roster
27 shall also identify the type of appointment if other than full-time unlimited. When two (2) or more

1 nurses have the same Classification seniority date, their seniority roster position shall be
2 determined by total Departmental Seniority. Should a tie still exist, seniority roster positions shall
3 be determined by Bargaining Unit Seniority. Should a tie still exist, seniority roster positions shall
4 be determined by State Seniority. Should a tie still exist, seniority positions shall be determined by
5 lot.

6

7 The Appointing Authority and the Association may mutually agree at any time to correct errors of
8 fact in a seniority roster.

1 **ARTICLE 13 - LAYOFF AND RECALL**

2

3 **Section 1. Layoff.** The Appointing Authority may lay off a nurse in the classified service by
4 reason of abolition of the position, shortage of work or funds, or other reasons outside the nurse's
5 control which do not reflect discredit on the service of the nurse.

6

7 **Section 2. Layoff Procedures.** In the event a layoff in the classified service of seniority unit
8 nurses becomes necessary, the Appointing Authority shall designate the position in the class or
9 class option, if one exists. Layoffs shall be within employment condition (full-time unlimited, part-
10 time unlimited, seasonal full-time, seasonal part-time, or intermittent), and seniority unit. If there is
11 a vacancy in the same class, nurse option if any, seniority unit, and employment condition as the
12 position to be eliminated, the Appointing Authority may reassign the nurse holding the position to
13 be eliminated to that vacancy.

14

15 If there is no such vacancy, the Appointing Authority shall notify the nurse occupying the position
16 that she/he is about to be laid off at least thirty (30) calendar days prior to the effective date of the
17 layoff. The Appointing Authority shall notify the Association as far in advance as practicable but
18 not later than twenty-one (21) calendar days prior to the effective date of the layoff.

19

20 Instead of layoff, the nurse about to be laid off may exercise the following in the order set forth
21 below.

22

23 A. **Bumps within thirty five (35) miles.**

24

25 1. Bump the least senior nurse occupying a position in the same class, option if any, seniority
26 unit, and employment condition.

27

1 2. Accept a vacancy in the same seniority unit and employment condition in the class and
2 option, if any, in which the nurse most recently served.

3
4 3. Bump the least senior nurse occupying a position in the same seniority unit and
5 employment condition in the next lower or equal class and option in which the nurse most
6 recently served.

7
8 **B. Bumps outside thirty-five (35) miles.**

9
10 1. Bump the least senior nurse occupying a position in the same class, option if any, seniority
11 unit, and employment condition more than thirty-five (35) miles from the nurse's current
12 work location.

13
14 2. Accept a vacancy in the same seniority unit and employment condition in the class and
15 option, if any, in which the nurse most recently served more than thirty five (35) miles from
16 the nurse's current work location.

17
18 3. Bump the least senior nurse occupying a position in the same seniority unit and
19 employment condition in the next lower or equal class and option in which the nurse most
20 recently served more than thirty five (35) miles from the nurse's current work location.

21
22 Instead of options in A or B above, the nurse may accept an offer of employment to a vacancy in
23 an equal or lower class for which the nurse is determined by the Employer to be qualified. If a
24 nurse accepts an offer of employment but cannot be appointed until after the scheduled layoff
25 date, the current Appointing Authority shall place the nurse on unpaid leave or, upon mutual
26 agreement, vacation leave until the new appointment begins. This vacation leave usage is not
27 subject to the provisions in Article 7, Vacation Leave.

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A nurse who does not have sufficient seniority to bump into the most recently served class and option if any shall not forfeit the right to exercise seniority in bumping into the next previously held class. However, if a vacancy exists in the same class, option if any, and employment condition, the nurse must accept the vacancy.

In all cases, the nurse exercising the bumping rights shall have greater seniority in the class and seniority unit and have the same option if any, and employment condition as the nurse who is to be bumped.

Nurses who have accepted an equally or higher paid position excluded from this bargaining unit shall retain bumping rights into a previously held class within the seniority unit of the same Appointing Authority from which they were laid off. Such bumping rights shall be based only upon seniority previously earned as provided in Section 1. Such bumping shall be accomplished under the following conditions:

- A. The nurse may bump only into a position under the same Appointing Authority.
- B. The nurse shall have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.
- C. The nurse shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer prior to bumping any nurse in a bargaining unit represented by the Association. Nurses in the bargaining unit represented by the Association shall be able to exercise a bump to a vacancy prior to the vacancy being filled by a nurse from a bargaining unit not represented by the Association.

1 All bumps under this part are subject to the general conditions provided for in this Article.

2

3 **Section 3. Demotion in Lieu of Lay Off.** A nurse who demotes as part of the layoff procedure
4 shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to
5 which he/she demotes, whichever is less.

6

7 **Section 4. Voluntary Leaves in Lieu of Layoff.** At the discretion of the Appointing Authority,
8 any full-time or part-time nurse in a seniority unit, in which layoff is pending, may voluntarily
9 request and may be granted a full-time or part-time leave of absence without pay of up to a total of
10 six (6) months per nurse per fiscal year. Vacation, sick leave and insurance benefits shall not be
11 affected by such leaves. Such leaves are subject to the provisions of Article Ten (10), (Leaves of
12 Absence).

13

14 **Section 5. Out-of-Order Seniority Layoff.** Upon the request of a more senior nurse and
15 approval of the Appointing Authority, a more senior nurse may be laid off out of seniority order.

16

17 **Section 6. Layoff Lists.**

18

19 A. **Seniority Unit Layoff List.** The name(s) of nurse(s) who has/have been laid off or demoted in
20 lieu of layoff shall be placed on a seniority unit layoff list for the specific classification, option if
21 any, seniority unit and employment condition from which the nurse was laid off. Such name(s)
22 shall be placed on the list in order of classification seniority. The nurse's name shall remain on
23 the layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous
24 employment in the class and department to a maximum of four (4) years.

25

26 B. **Bargaining Unit Layoff List.** The name(s) of such nurse(s) shall also be placed on a
27 bargaining unit layoff list for the class, option if any, bargaining unit, and employment condition

1 from which the nurse was laid off. Such names shall be placed on the list in order of the length
2 of continuous employment in the class in the state service. The nurse's name shall remain on
3 the bargaining unit layoff list for a minimum of one (1) year or for a period equal to the nurse's
4 continuous employment in the class and state service to a maximum of three (3) years.

5
6 When a nurse's name is placed on the bargaining unit layoff list, the nurse shall indicate the
7 seniority unit(s), the geographic location(s), and employment condition(s) for which she/he
8 would accept recall. The nurse may change his/her availability by notifying Minnesota
9 Management & Budget.

10
11 **Section 7. Recall.**

12
13 A. Nurses shall be recalled from layoff in the order in which their names appear on the seniority
14 unit layoff list or bargaining unit layoff list.

15
16 B. Failure to accept employment in the class, option if any, seniority unit, and employment
17 condition from which the nurse was laid off will result in removal of the nurse's name from the
18 seniority unit layoff list. However, in the Department of Health, failure to accept employment in
19 the same district, class, option if any, and employment condition from which the nurse was laid
20 off will result in removal of the nurse's name from the seniority unit layoff list.

21
22 Failure to accept employment in the class, option if any, seniority unit, geographic locations,
23 and employment conditions for which the nurse indicated availability will result in the removal
24 of the nurse's name from the bargaining unit layoff list.

25
26 C. When a nurse is recalled from either layoff list, the nurse's name shall be removed from both
27 layoff lists. In the event that a nurse is recalled to a seniority unit other than the one from

1 which she/he was laid off, and the nurse does not successfully complete the probationary
2 period, such nurse's name shall be restored to the original seniority unit layoff list for the
3 remainder of the time period originally provided in Section 6A.

4
5 D. The Appointing Authority shall notify the nurse of recall in writing by personal service or
6 certified mail (return receipt requested) at least fifteen (15) calendar days prior to the reporting
7 date. The nurse shall notify the Appointing Authority in writing by personal service or certified
8 mail within ten (10) calendar days of the date of mailing of the nurse's intent to return to work
9 and the nurse shall report for work on the reporting date unless other arrangements are made.
10 The nurse shall be responsible for keeping Minnesota Management & Budget informed of
11 his/her current address and availability.

1 **ARTICLE 14 - PERSONNEL FILES**

2

3 **Section 1. Personnel Files.** The Appointing Authority shall maintain one (1) official personnel file
4 for each nurse. Such file shall contain copies of personnel transactions, official correspondence
5 with the nurse, performance evaluations prepared by the Appointing Authority and other pertinent
6 materials.

7

8 Any initial minor infractions, irregularities, or deficiencies shall first be privately brought to the
9 attention of the nurse and, if corrected, shall not be entered into the nurse's personnel file.

10 An oral reprimand shall not become part of a nurse's personnel file. If the Appointing Authority has
11 reason to reprimand a nurse, it shall be done in a manner that shall not embarrass the nurse
12 before other nurses or the public.

13

14 Upon request of the nurse, a written reprimand or a written record of a suspension of ten (10) days
15 or less shall be removed from the nurse's personnel file provided that no further disciplinary action
16 has been taken against the nurse for a period of one (1) year following the date of a written
17 reprimand or three (3) years following the effective date of the suspension. At the discretion of the
18 Appointing Authority, a suspension of greater than ten (10) days may be removed upon request of
19 the nurse.

20

21 Notwithstanding any provisions of this Article, the Association agrees that the Employer may
22 continue to maintain records of prior incidents of disciplinary action after removal from the official
23 personnel file for administrative purposes.

24

25 **Section 2. Access.** Each nurse shall have access to her/his personnel file during normal
26 business hours and under Appointing Authority supervision. A nurse shall have the right to have

1 placed in her/his file materials that she/he determines may affect her/his employment, including
2 statements in response to any other materials in her/his file.

3

4 Under Appointing Authority supervision an Association Representative(s) with written authorization
5 from a nurse may examine the nurse's official file.

6

7 **Section 3. Copies.** Upon written request of the nurse, the Appointing Authority shall provide the
8 nurse copies of contents in her/his personnel file, provided that the cost of such copies is borne by
9 the nurse.

1 **ARTICLE 15 - TERMINATION OF EMPLOYMENT, DISCIPLINARY ACTIONS**

2

3 **Section 1. Resignation.** A nurse shall give the Appointing Authority two (2) weeks written notice
4 to resign in good standing; and, unless the resignation is because of illness, family emergency or
5 other unavoidable reasons, a nurse shall give the Appointing Authority at least fourteen (14)
6 calendar days written notice of resignation in order to receive eligible accumulated vacation pay or
7 eligible sick pay.

8

9 **Section 2. Discipline.**

10

11 A. **Procedure.** A nurse with permanent status in her/his current job classification shall be
12 disciplined for just cause. Disciplinary action or measures shall include only the following:

13

- 14 1) oral reprimand;
- 15 2) written reprimand;
- 16 3) suspension without pay;
- 17 4) demotion; and
- 18 5) discharge.

19

20 The Appointing Authority shall not meet with a nurse for the purpose of questioning the nurse
21 during an investigation that may lead to discipline of that nurse without first offering the nurse
22 an opportunity for Association representation. Any nurse waiving the right to such
23 representation must do so in writing prior to the questioning. The nurse shall be advised of the
24 nature and topic of the investigation prior to questioning.

25

26 However, if any nurse is being questioned during an investigation of resident/patient abuse, the
27 nurse, upon request, shall have the right to Association representation.

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A nurse who has been notified of the Appointing Authority that he/she is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its completion.

B. **Discharge**. If the Appointing Authority feels there is just cause for discharge, the nurse and the Association shall be notified, in writing, that the nurse is to be discharged and shall be furnished with the reason(s) therefor and the effective date of the discharge. The nurse may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her side of the story and is entitled to Association representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the nurse after the notice of discharge is delivered to the nurse unless the nurse and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The nurse shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the nurse was not in pay status at the time of the notice of discharge, the requirement to be in pay status shall not apply.

C. **Notification**. A nurse who receives a written reprimand or who is suspended, demoted, and/or discharged shall be notified in writing of the reasons therefor. Such notice shall also be provided to the Association and the Association Local Representative at the same time, if practicable, as the notice is provided to the nurse. Oral reprimands shall be identified as such.

Section 3. Unclassified Nurses. The termination of an unclassified nurse is not subject to the arbitration provision of this agreement.

1 **ARTICLE 16 - GRIEVANCE PROCEDURE**

2
3 **Section 1. Definition of a Grievance.** For the purpose of this Agreement, a grievance shall be
4 defined as a dispute or disagreement as to the interpretation or application of any term or terms of
5 this Agreement. Nurses are encouraged to attempt to resolve their grievances first on an informal
6 basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved
7 to the nurse's satisfaction by informal discussion, it shall be then processed in accordance with the
8 following procedure.

9 10 **Section 2. Grievance Procedure.**

11
12 A. Step 1: Within twenty-one (21) calendar days after the grievant, through the use of reasonable
13 diligence, should have knowledge of the event giving rise to the grievance, the grievant and/or
14 Association representative shall arrange a meeting with the grievant's immediate supervisor to
15 resolve the grievance. ~~A-The~~ grievance shall be identified as such. ~~If the grievance is not~~
16 ~~resolved within three (3) days of this meeting, the grievance and~~ must be reduced to writing,
17 dated, and formally filed with the immediate supervisor. The immediate supervisor's response
18 to the grievance shall be given to the grievant and/or Association representative within fifteen
19 (15) calendar days of said meeting.

20
21 B. Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this
22 procedure, the Association may within fifteen (15) calendar days after the immediate
23 supervisor's response is given or due, whichever comes first, present the grievance in writing
24 to the Appointing Authority's Human Resources office, or other party as designated by the
25 Appointing Authority to process grievances. The written grievance shall state the nature of the
26 grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly
27 violated, and the relief requested. Within fifteen (15) calendar days after the Appointing

1 Authority's Human Resources office, or other party as designated receives the written
2 grievance, the Appointing Authority's representative shall arrange a meeting with the
3 Association Representative to resolve the grievance. The Appointing Authority's representative
4 shall respond to the grievance in writing to the Association Representative(s) and the
5 Association within fifteen (15) calendar days of the meeting.

6
7 C. Step 3: If the grievance still remains unresolved the Association may within fifteen (15)
8 calendar days after the response of the Appointing Authority or his/her designee is due request
9 arbitration of the grievance, by written notice to the State Negotiator.

10
11 The arbitration proceedings shall be conducted by a three member Board of Arbitration
12 composed of one (1) representative of the Association, one (1) representative of the Employer,
13 and one (1) neutral member. The neutral member shall be selected by the parties within seven
14 (7) calendar days after notice is given. If the parties fail to agree on the neutral member within
15 the said seven (7) day period, either party may request the Bureau of Mediation Services to
16 submit a list of five (5) arbitrators. Each party shall have the right to alternately strike two (2)
17 names from the list. If the parties fail to agree as to which party shall strike the first name, the
18 decision shall be made by the flip of a coin.

19
20 Instead of a three member Board of Arbitration, the Association and the Employer may
21 mutually agree to submit the grievance to a sole arbitrator. If the parties agree to submit the
22 grievance to a sole arbitrator, and the parties fail to agree on the arbitrator within seven (7)
23 calendar days after the notice of arbitration is received, the arbitrator shall be selected in the
24 same manner as the neutral member of the Board of Arbitration.

25
26 D. **Time Limits**. The time limit in each step may be extended by mutual written agreement of the
27 Appointing Authority and the Association in each step. If the grievance is not presented within

1 the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to
2 the next step within the specified time limit or any agreed extension thereof, it shall be
3 considered settled on the basis of the Appointing Authority's last answer. If the Appointing
4 Authority does not answer a grievance or an appeal thereof within the specified time limits, the
5 Association may immediately appeal the grievance to the next step.

6
7 E. **Waiver of Steps**. The Appointing Authority and the Association may mutually agree to waive
8 any or all of the first steps of the grievance procedure.

9
10 **Section 3. Disclosure**. Prior to arbitration, the Employer and Association shall permit inspection
11 and copying (with expenses paid by the requesting party) of all documents and physical evidence
12 which may be used at such hearing. Further, prior to arbitration, the Employer and Association
13 shall make full disclosure of names and addresses of all witnesses that either side may call to
14 testify.

15
16 **Section 4. Release Time**. The Association representative(s) (up to 2) and the grieving nurse
17 shall be allowed a reasonable amount of time without loss of pay while on the Appointing
18 Authority's premises to investigate and present the nurse's grievances to the Appointing Authority.
19 The Association representative(s) and the grieving nurse shall not leave work or disrupt
20 departmental routine to discuss grievances without first requesting permission from their
21 immediate supervisor(s), which shall not be unreasonably withheld.

22
23 The Association representative(s) and the grieving nurse shall receive their regular pay, excluding
24 overtime, when a grievance is investigated or processed during working hours in Steps 1 through
25 3.

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

5

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

7

8 A. The Board of Arbitration (or arbitrator) shall have no right to amend, modify, nullify, ignore, add
9 to, or subtract from the provisions of this Agreement. The Board of Arbitration (or arbitrator)
10 shall consider and decide only the specific issue submitted to them (or him/her) in writing by
11 the Appointing Authority and the Association and shall have no authority to make a decision on
12 any other subject not so submitted to them (or him/her). The Board of Arbitration (or arbitrator)
13 shall submit their (or his/her) decision in writing within thirty (30) days following the close of the
14 hearing or the submission of briefs by the parties, whichever is later, unless the parties agree
15 to an extension. The decision shall be based solely on the Board of Arbitration's (or arbitrator)
16 interpretation or application of the express terms of this Agreement and to the facts of the
17 grievance presented. The decision of the Board of Arbitration (or arbitrator) shall be final and
18 binding on the Appointing Authority, the Association, and the nurses.

19

20 B. The fee and expenses for the neutral member of the Board of Arbitration (or arbitrator) services
21 and proceedings shall be borne equally by the Appointing Authority and the Association
22 provided that each party shall be responsible for compensating its own representatives and
23 witnesses. If either party desires a verbatim record of the proceedings; it may cause such a
24 record to be made, providing it pays for the record.

1 **ARTICLE 17 - WAGES**

2

3 **Section 1. Salary Ranges.** The salary ranges for classifications covered by this Agreement shall
4 be those contained in the Unit 205 MNA Nurses compensation Grid (Appendices D-1 and D-2).

5

6 In the event that a new class is added to the bargaining unit during the life of this Agreement, the
7 salary range for such class shall be established by Minnesota Management & Budget which will
8 advise the Association in advance of the final establishment.

9

10 **Section 2. Appointment above the Minimum on Entry into State Service.** At the discretion of
11 the Appointing Authority, the starting salary of a nurse appointed to a position covered by this
12 Agreement may be fixed at any step of the assigned salary range. The decision to exceed the
13 minimum step of the salary range shall be based upon the Employer's assessment of the
14 applicant's education and other qualifications. The minimum entry salary for a nurse possessing a
15 Baccalaureate degree in nursing or a related field as determined by the Appointing Authority shall
16 be step 2 of the assigned salary range.

17

18 **Section 3. Conversion.** Effective July 1, ~~2013~~ 2015, all nurses shall be assigned to the same
19 relative step within the salary range for their respective class as specified in Appendix D-1 except
20 as set forth below.

21

22 Nurses who are paid at a rate which exceeds the maximum rate established for their class prior to
23 implementation of this Agreement, but whose rate falls within the new range for their class, shall be
24 assigned to the maximum of the new range.

25

1 In the event the July 1, ~~2013~~ 2015 maximum rate set forth in Appendix D-1 is equal to or less than
2 the nurse's salary as of June 30, ~~2013~~ 2015, no adjustment shall be made, but nurses assigned to
3 these classes shall suffer no reduction in pay.

4
5 **Section 4. First Fiscal Year Wage Adjustment.** Effective July 1, ~~2013~~ 2015, all salary ranges
6 and rates shall be increased by ~~three~~ two and one-half percent (~~3.02.5~~ 2.5%), rounded to the nearest
7 cent. The compensation grid for classes covered by this Agreement is contained in Appendix D-1.
8 Nurses shall convert up to the new compensation grid as provided in Section 3 above. Conversion
9 to the new compensation grid shall not change a nurse's eligibility for step progression increases.

10
11 **Section 5. Second Fiscal Year Wage Adjustment.** Effective July 1, ~~2014~~ 2016, all salary
12 ranges and rates shall be increased by ~~three~~ two and one-half percent (~~3.02.5~~ 2.5%), rounded to the
13 nearest cent. Salary increases provided by this section shall be given to all nurses including those
14 nurses whose rates of pay exceed the maximum for their class. The compensation grid for classes
15 covered by this Agreement are contained in Appendix D-2. Conversion to the new compensation
16 grid shall not change a nurse's eligibility for step progression increases.

17
18 **Section 6. Progression.** All increases authorized by this Section shall be effective at the start of
19 the pay period nearest to the anniversary date.

20
21 Nurses shall be eligible for a progression increase annually on their anniversary date provided
22 satisfactory performance is indicated by their Appointing Authority.

23
24 Authorized increases shall be recommended in the context of performance measured against
25 specific performance standards or objectives. Increases will not be recommended for nurses in
26 this schedule who have not met, or only marginally attained, performance standards or objectives.

1 Increases withheld may subsequently be granted upon certification by the Appointing Authority that
2 the nurse is achieving performance standards or objectives.

3
4 The anniversary date for all nurses employed on or before May 30, 1973, shall be May 30. For
5 those reinstated from a leave of absence during the period May 30, 1973, through June 30, 1975,
6 the anniversary date shall be the month and date of such reinstatement. After June 30, 1975,
7 reinstatement from a leave of absence shall not change a nurse's anniversary date. For all nurses
8 employed, promoted, reinstated after resignation or retirement, or re-employed after May 30, 1973,
9 the anniversary date shall be the month and date of such action.

10
11 **Section 7. Achievement Awards.** In addition to the foregoing, nurses who have demonstrated
12 outstanding performance may receive achievement awards in the amount of one (1) salary step,
13 provided the nurse is not at or above the maximum salary rate for his/her class. If the nurse is at
14 or above the maximum of the range, such achievement award shall be paid in a lump sum equal to
15 4% of the nurse's current annual salary not to exceed \$1,500. The receipt of an Achievement
16 Award shall not affect the timing of future progression increases. The number of achievement
17 awards granted shall be limited each fiscal year to a maximum of thirty-five (35%) percent of the
18 number of nurse positions in the seniority unit authorized at the beginning of that fiscal year,
19 except that in seniority units of three (3) or fewer nurses, the Appointing Authority may grant one
20 achievement award in each seniority unit.

21
22 **Section 8. Salary on Reemployment or Reinstatement.** If a former nurse is reemployed or
23 reinstated into a class in which that nurse was last employed by the State, the Appointing Authority
24 may make an appointment at the same rate of pay the nurse had been receiving at the time of
25 separation from State service, plus any automatic adjustments that may have been made since the
26 nurse left the State service and/or the class.

27

1 **Section 9. Salary on Transfer.** A nurse who is transferred to a nurse position under another
2 Appointing Authority shall receive the salary being paid before such transfer. In any case of
3 transfer, no nurse shall receive a rate of pay below the minimum of the range for the class to which
4 such nurse has been transferred.

5
6 **Section 10. Salary on Promotion.** Nurses who are promoted during the life of this agreement
7 shall have their salary adjusted to a rate in the new salary range which provides an increase in
8 pay.

9
10 **Section 11. Salary on Voluntary Demotion.** A nurse who takes a voluntary demotion shall
11 retain his/her present salary unless that salary exceeds the maximum rate of pay for the position in
12 which case the nurse's salary shall be adjusted to the new maximum. However, a nurse may
13 continue to receive a rate of pay in excess of the salary range maximum upon the
14 recommendation of the Appointing Authority and approval of the Commissioner of Minnesota
15 Management & Budget.

16
17 **Section 12. Reallocation Downward.** If a position is reallocated to a class in a lower salary
18 range, and the salary of the nurse exceeds the maximum of the new range, the nurse shall be
19 placed in the new class and shall retain his/her current salary. In addition, the nurse shall receive
20 any across-the-board wage increase as provided by this Agreement.

21
22 **Section 13. Shift Differential.** The shift differential for nurses working on assigned shifts which
23 begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be seventy (\$.70) cents per hour for
24 all hours worked on that shift. Such shift differential shall be in addition to the nurse's regular rate
25 of pay and shall be included in all payroll calculations, but shall not apply during periods of paid
26 leave.

27

1 **Section 14. Officer of the Day (OD) Differential.** When a nurse is assigned in writing to perform
2 the duties of Officer of the Day (OD) for an institution, that nurse shall receive OD pay in the
3 amount of \$1.75/hour. In addition, nurses shall receive shift differential as provided in Section 12.

4
5 **Section 15. Charge Nurse Differential.** When a nurse is assigned to perform the duties of
6 Charge Nurse for the day, that nurse shall receive a charge nurse differential in the amount of one
7 dollar and fifty cents (\$1.50) per hour for all hours worked. In addition, nurses shall receive shift
8 differential as provided in Section 12.

9
10 **Section 16. Work Out of Class.** When a nurse is expressly assigned to perform all of the duties
11 of a position allocated to a different classification that is temporarily unoccupied for reasons other
12 than vacation or short periods of sick leave, and such assignment exceeds ten (10) consecutive
13 work days in duration, the nurse will be paid for all such hours at the nurse's current salary when
14 assigned to work in a lower class or equal class, or when assigned to work in a higher class, at a
15 rate within the higher range which is equal to the minimum rate for the higher class or at least one
16 (1) step higher than the nurse's current salary, whichever is greater. No work out of class
17 assignment shall exceed beyond twelve (12) months.

18
19 **Section 17. Salary Increase on Attainment of Baccalaureate Degree.** Nurses attaining a
20 Baccalaureate Degree in Nursing or a related field as determined by the Appointing Authority shall
21 receive a one-step salary increase within their current salary range up to the range maximum. If at
22 the maximum of the salary range, a one-time four percent (4%) bonus of the base salary will be
23 paid. This increase shall not affect the nurse's length of service in their current salary range.

24
25 **Section 18. Health /Dental Premium Account.** The Employer agrees to provide insurance
26 eligible nurses with the option to pay for the nurse portion of health and dental premiums on a
27 pretax basis as permitted by law or regulation.

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Section 19. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible nurses to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable federal law.

Section 20. Dependent Care Expense Account. The Employer agrees to provide insurance eligible nurses 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.

Section 21. Deferred Compensation Plan. The Employer shall contribute to the deferred compensation plan under M.S. 352.96 for nurses covered by the Agreement. The Employer-paid contribution shall be in an amount matching nurse contributions on a dollar for dollar basis pursuant to M.S. 356.24. Such Employer-paid contribution shall not exceed one hundred and fifty dollars (\$150) during each fiscal year of the Agreement.

A nurse may choose to convert some or all of his/her compensatory time bank one time during each fiscal year (July 1 - June 30) at a time of their choosing using the employee self-service system as long as the total hours converted in a fiscal year do not exceed ~~forty eight~~ (4080).

Section 22. Health Care Savings Plan. A mandatory Health Care Savings Plan (HCSP) for each nurse except intermittents shall be established and funded by an employee contribution of one hundred dollars (\$100.00) per month. Additionally, nurses who, for reasons other than death, are eligible to receive severance pay in accordance with Article 8, Sick Leave, Section 8, shall

1 have one hundred percent (100%) of such severance pay put into the nurse's Health Care Savings
2 Plan.

3
4 **Section 23. Voluntary Weekend Shift Bonus.** This provision modifies Article 4 of the Master
5 Agreement between the State of Minnesota and the Minnesota Nurses Association and applies
6 only to weekend shifts that become available within fourteen (14) calendar days.—~~This provision~~
7 ~~shall remain in effect through June 30, 2017.~~

8
9 1. A nurse who is ~~requested~~ asked by the Appointing Authority or designee and ~~volunteers~~
10 agrees to ~~for work a~~ weekend shifts that are available within fourteen (14) calendar days
11 shall receive a bonus payment of one hundred dollars (\$100) in addition to their regular
12 compensation for hours worked.

13
14 2. To be eligible for the bonus payment, the shift offered by the Appointing Authority or
15 designee must be at least two (2) hours in length.

16
17 3. A nurse may be eligible for more than one (1) weekend bonus payment in the same
18 weekend if the nurse agrees to work more than one shift as offered by the Appointing
19 Authority or designee.

20
21 4. Weekends are defined as Friday evening, or p.m. shift, through the Sunday night shift.

22
23 5. This provision shall remain in effect through June 30, 2019.

24
25 **Section 24. Student Loan Payment Reimbursement.** This student loan payment
26 reimbursement provision shall be in effect from the effective date of this Agreement through June
27 30, 2017.

28

- 1 1. A nurse may request and an Appointing Authority may approve reimbursement for the nurse's
2 student loan payments, made on their outstanding student loan balances.
3
- 4 2. In order to qualify for this reimbursement, the student loan payments must be made by the
5 nurse after the effective date of this agreement.
6
- 7 3. The nurse must have current student loan debt incurred within fifteen (15) years immediately
8 prior to the payment being requested by the nurse.
9
- 10 4. Student loan reimbursement payments cannot be applied to Continuing Education Units that
11 are required to maintain a Registered Nurse or Advanced Practice Registered Nurse license or
12 credentials.
13
- 14 5. Student loan reimbursement payments for all nurses except Advanced Practice Registered
15 Nurses and Psychiatric Advanced Practice Registered Nurses shall not exceed five thousand
16 dollars (\$5,000) per calendar year per nurse, up to twenty five thousand dollars (\$25,000) in
17 total payments issued to any nurse. Student loan reimbursement payments for Advanced
18 Practice Registered Nurses and Psychiatric Advanced Registered Nurses shall not exceed six
19 thousand dollars (\$6,000) per calendar year per nurse, up to thirty thousand dollars (\$30,000)
20 in total payments to any nurse.
21
- 22 6. Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a
23 disbursement schedule determined by the Appointing Authority.
24
- 25 7. Nurses must have been employed by the Employer at least one (1) year in a part-time or full-
26 time position and be anticipated to work at least one thousand forty four (1,044) hours per year.
27

1 8. The nurse must provide documentation of actual student loan payments as described below:

2

3 a. For Reimbursement of loan payments, documentation of actual loan payments made within
4 the twelve (12) months immediately prior to application for loan payment reimbursement.

5 The amount approved for any student loan reimbursement must be equal to or greater than
6 the amount the nurse has paid toward the loan in the twelve (12) months prior to the
7 application;

8

9 b. Lump sum loan payments, documentation that the amount dispersed has been applied to
10 the student loan will be provided to the Appointing Authority within sixty (60) calendar days
11 of the disbursement.

12

13 If the employee does not fulfill the reporting requirement, the employee will be required to
14 repay the total amount.

15

16 9. Nurses who have been approved for but have not yet received a student loan reimbursement
17 payment and who transfer or promote to a nursing-related position within their Agency that is
18 not represented by the Minnesota Nurses Association (for example: RN Supervisor or Director
19 of Nursing) shall still be eligible for the student loan reimbursement that was approved prior to
20 their transfer or promotion.

21

22 10. Nurses who are approved to receive a student loan payment reimbursement must remain
23 employed by the Employer for a period of one (1) year after receiving a reimbursement
24 payment. Nurses who voluntarily separate sooner than one (1) year after receiving such
25 payment shall be required by the Appointing Authority to repay the student loan reimbursement
26 received the previous year on a prorated monthly basis.

27

1 11. If a nurse is required to repay all or part of a student loan reimbursement payment, the
2 Appointing Authority shall deduct the amount owed from vacation payout or compensatory time
3 payout or severance pay. If the amount withheld from payouts is not sufficient to reimburse the
4 State, the nurse is required to reimburse the State for the remaining amount. This section
5 does not apply in the case of death or permanent layoff.

6

7 12. The student loan payment reimbursement shall not be grievable or arbitrable pursuant to
8 Article 16 of the Master Agreement.

1 **ARTICLE 18 - INSURANCE**

2

3 **Section 1. State Employee Group Insurance Program (SEGIP).** During the life of this
4 Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental,
5 life, and disability coverages equivalent to existing coverages, subject to the provisions of this
6 Article.

7

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

12

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

15

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

19

20 B. **Nurses - Special Eligibility.** The following nurses are also eligible to participate in the Group
21 Insurance Program:

22

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

27

1 2. **Totally Disabled Nurses.** Consistent with M.S. 62A.148, certain totally disabled nurses
2 may continue to participate in the Group Insurance Program.

3
4 3. **Separated Nurses Under M.S. 43A.27.** Pursuant to M.S. 43A.27, Subdivision 3a(1), a
5 nurse who separates from State service and who, at the time of separation has five (5) or
6 more years of allowable pension service and is entitled to immediately receive an annuity
7 under a State retirement program and, who is not eligible for regular (non-disability)
8 Medicare coverage, may continue to participate in the health and dental coverages offered
9 through the Group Insurance Program.

10
11 Consistent with M.S. 43A.27, Subdivision 3a(2), a nurse who separates from State service
12 and who, at the time of separation is at least fifty (50) years of age and at least fifteen (15)
13 years of State service may continue to participate in the health and dental coverages
14 offered through the Group Insurance Program. Retiree coverage must be coordinated with
15 Medicare.

16
17 C. **Dependents.** Eligible dependents for the purposes of this Article are as follows:

18
19 1. **Spouse.** The spouse of an eligible nurse (if legally married under Minnesota law). For the
20 purposes of health insurance coverage, if that spouse works full-time for an organization
21 employing more than one hundred (100) people and elects to receive either credits or cash
22 (1) in place of health insurance or health coverage or (2) in addition to a health plan with a
23 seven hundred and fifty dollar (\$750) or greater deductible through his/her employing
24 organization, he/she is not eligible to be a covered dependent for the purposes of this
25 Article. If both spouses work for the State or another organization participating in the
26 State's Group Insurance Program, neither spouse may be covered as a dependent by the

1 other, unless one spouse is not eligible for a full Employer Contribution as defined in
2 Section 3A.

3
4 Effective January 1, 2015 if both spouses work for the State or another organization
5 participating in the State's Group Insurance Program, a spouse may be covered as a
6 dependent by the other.

7
8 **2. Children.**

9
10 a. **Health and Dental Coverage:** A dependent child is an eligible nurse's child to age
11 twenty-six (26).

12
13 b. **Dependent Child:** A "dependent child" includes a nurse's (1) biological child, (2) child
14 legally adopted by or placed for adoption with the nurse, (3) step-child, and (4) foster
15 child who has been placed with the nurse by an authorized placement agency or by a
16 judgment, decree, or other court order. For a step-child to be considered a dependent
17 child, the nurse must be legally married to the child's legal parent or legal guardian. A
18 nurse (or the nurse's spouse or jointly) must have permanent, full and sole legal and
19 physical custody of the foster child.

20
21 c. **Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the nurse's
22 adult child (age 18 to 26) works for the State or another organization participating in the
23 State's Group Insurance Program, the child may not be covered as a dependent by the
24 nurse unless the child is not eligible for a full Employer Contribution as defined in
25 Section 3A.

1 Effective January 1, 2015 for purposes of (a) and (b) above, if the nurse's adult child (age
2 18 to 26) works for the State or another organization participating in the State's Group
3 Insurance Program, the child may be covered as a dependent by the nurse.

4
5 3. **Grandchildren.** A dependent grandchild is an eligible nurse's unmarried dependent
6 grandchild who:

7
8 a. Is financially dependent upon the nurse for principal support and maintenance and has
9 resided with the nurse continuously from birth, or

10
11 b. Resides with the nurse and is dependent upon the nurse for principal support and
12 maintenance and is the child of the nurse's unmarried child (the parent) to age nineteen
13 (19). If a grandchild is legally adopted or placed in the legal custody of the grandparent,
14 they are covered as a dependent child under Section 2C (2) and (4).

15
16 4. **Disabled Child.** A disabled dependent child is an eligible nurse's child or grandchild
17 regardless of marital status, who was covered and then disabled prior to the limiting age or
18 any other limiting term required for dependent coverage and who continues to be incapable
19 of self-sustaining employment by reason of developmental disability, mental illness or
20 disorder, or physical disability, and is chiefly dependent upon the nurse for support and
21 maintenance, provided proof of such incapacity and dependency must be furnished to the
22 health carrier by the nurse or enrollee within thirty one (31) days of the child's attainment of
23 the limiting age or any other limiting term required for dependent coverage. The disabled
24 dependent is eligible to continue coverage as long as s/he continues to be disabled and
25 dependent, unless coverage terminates under the contract.

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

4
5 6. **Child Coverage Limited to Coverage Under One Nurse**. If both spouses work for the
6 State or another organization participating in the State's Group Insurance Program, either
7 spouse, but not both, may cover the eligible dependent children or grandchildren. This
8 restriction also applies to two divorced, legally separated, or unmarried nurses who share
9 legal responsibility for their eligible dependent children or grandchildren.

10
11 D. **Continuation Coverage**. Consistent with state and federal laws, certain nurses, former
12 nurses, dependents, and former dependents may continue group health, dental, and/or life
13 coverage at their own expense for a fixed length of time. As of the date of this Agreement,
14 state and federal laws allow certain group coverages to be continued if they would otherwise
15 terminate due to:

- 16
17 a. termination of employment (except for gross misconduct);
18 b. layoff;
19 c. reduction of hours to an ineligible status;
20 d. dependent child becoming ineligible due to change in age, student status, marital
21 status, or financial support (in the case of a foster child or stepchild);
22 e. death of nurse;
23 f. divorce or legal separation; or
24 g. a covered nurse's ~~entitlement to enrollment in~~ Medicare.

25
26 **Section 3. Eligibility for Employer Contribution**. This section describes eligibility for an
27 Employer Contribution toward the cost of coverage.

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

1. Nurses who are scheduled to work at least eighty (80) hours per pay period for a period of nine (9) months or more in any twelve (12) consecutive months.
2. Nurses who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal nurses serving on less than a seventy-five (75) percent basis.

B. **Partial Employer Contribution - Basic Eligibility.** The following nurses covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the nurse's option, a partial Employer Contribution for health and dental coverages if they are scheduled to work at least fifty (50) percent but less than seventy-five (75) percent of the time. This means:

1. Nurses who hold part-time appointments and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.
2. Nurses who hold part-time appointments or seasonal nurses and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.

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 C. **Quarterly Look Back**: Part time unlimited nurses who:

2

3 • are anticipated to work at least sixty (60) hours per pay period in an insurance eligible
4 appointment for three (3) months or who have worked for at least sixty (60) hours per pay
5 period in an insurance eligible appointment for three (3) months and who are anticipated to
6 continue to work at that level in an insurance eligible appointment shall be eligible for the
7 full Employer Contribution.

8

9 • are anticipated to work at least forty (40) hours but not more than sixty (60) hours per pay
10 period in an insurance eligible appointment for three (3) months or who have worked for at
11 least forty (40) hours but not sixty (60) hours per pay period in an insurance eligible
12 appointment for three (3) months and who are anticipated to continue to work at that level in
13 an insurance eligible appointment shall be eligible for a partial Employer Contribution.

14

15 Nurses shall be reviewed quarterly to determine the actual number of hours worked and hours
16 anticipated to be worked. If the nurse does not continue to meet the above standards, the
17 nurse's insurance eligibility status shall be changed to the appropriate level.

18

19 D. **Special Eligibility**. The following nurses also receive an Employer Contribution:

20

21 1. **Nurses on Layoff**. A classified nurse who receives an Employer Contribution, who has
22 three (3) or more years of continuous service, and who has been permanently or
23 seasonally laid off, remains eligible for an Employer Contribution and all other benefits
24 provided under this Article for an extended benefit eligibility period of six (6) months from
25 the date of layoff.

26

1 **Seasonal Layoff.** The calculation in determining the six (6) months duration of eligibility for
2 an Employer contribution begins on the date the nurse is seasonally laid off.

3
4 **Permanent Layoff.** The calculation in determining the six (6) month duration of eligibility
5 for an employer contribution begins on the date the nurse is permanently laid off or accepts
6 an appointment in lieu of layoff without a break in service with a lesser employer-paid
7 insurance contribution than the nurse was receiving in the appointment from which the
8 layoff occurred and is no longer actively employed in the appointment from which the layoff
9 occurred.

10
11 In the event the nurse, while on permanent or seasonal layoff, is rehired to any state job
12 classification with a lesser employer-paid insurance contribution than the nurse is receiving
13 under the six (6) months of insurance continuation, the nurse shall continue to receive the
14 employer contribution toward the employer-paid insurance for the duration of the six (6)
15 months.

16
17 However, notwithstanding the paragraph above, in the event the nurse successfully claims
18 another state job in any agency and classification which is insurance eligible without a
19 break in service, and is subsequently non-certified or involuntarily separated, the six (6)
20 month duration for the employer contribution toward insurance benefits will begin at the
21 time the nurse is non-certified or otherwise involuntarily separated and is no longer actively
22 employed by the Employer.

23
24 In no event shall an extended benefit eligibility period be longer than a total of six (6)
25 months. Further, a nurse must be receiving an Employer Contribution under Section 3 (A)
26 or (B) at the time of layoff in order to be eligible for the six (6) months continuation of
27 insurance.

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2. **Work-related Injury/Disability.** A nurse 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 nurse receives workers' compensation payments. If such nurse ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.

3. **Corrections Early Retirement Plan Incentive.**

a. **Corrections Early Retirement Plan Incentive Options.** Any nurses who are appointed to a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) shall be eligible to retire under one of the following programs:

1) **Pre-Fifty-Five Corrections Early Retirement Plan Incentive.** Any nurse who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) who retires at or after his/her fiftieth (50th) birthday but before his/her fifty-fifth (55th) birthday shall be entitled to participate in the Pre-Fifty-Five Corrections Early Retirement Plan Incentive in accordance with the provisions set forth in Section 3C3b or 3C3c below.

Notwithstanding any changes in coverage in accordance with this or any subsequent Agreement, the Employer contribution shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to

1 that nurse at the time of his/her retirement, divided by the number of months until
2 the nurse attains the age of sixty-five (65).

3
4 2) **Post-Fifty Five Corrections Early Retirement Plan Incentive.** Any nurse who
5 attains the age of fifty-five (55) after the effective date and before the expiration date
6 of the contract and who is appointed to a classification covered by the Correctional
7 Employees Retirement Plan (M.S. §§352.91 and 352.911) may opt during the pay
8 period of his/her fifty-fifth (55th) birthday or any time thereafter until the nurse attains
9 the age of sixty-five (65) to participate in the Post-Fifty-Five Corrections Early
10 Retirement Plan Incentive in accordance with the provisions set forth in Section
11 3C3b or 3C3c below.

12
13 b. **Eligibility Conditions for Nurses Appointed to a Classification Covered by the**
14 **Correctional Early Retirement Plan Prior to July 1, 2009.**

15
16 1) Nurses exercising either of these options must be eligible for insurance coverage
17 under the provisions of this Article.

18
19 2) Nurses exercising either of these options shall be provided with the Employer
20 contribution towards the health and dental insurance which the nurse was entitled to
21 at the time of retirement, subject to any changes in coverage in accordance with this
22 or any subsequent Agreement.

23
24 3) Nurses eligible to receive an Employer contribution for health and dental coverage
25 immediately prior to taking advantage of the Corrections Early Retirement Plan
26 Incentive shall continue to receive an Employer contribution as set forth below for

1 themselves and their enrolled dependents until the nurse attains the age of sixty-five
2 (65).

3
4 4) Nurses who retire with no Employer contribution for dependent coverage or who
5 terminate dependent coverage following retirement may add a dependent in
6 accordance with Section 5B1; however, that nurse shall not subsequently be eligible
7 for an Employer contribution for dependent coverage except when the dependent is
8 the nurse's spouse and the spouse immediately at the time of retirement is enrolled
9 in SEGIP and receiving an Employer contribution for health and dental coverage.

10
11 5) Receipt of the Corrections Early Retirement Plan Incentive insurance benefits is
12 contingent upon completion of all the required forms and continued payment of the
13 required premium.

14
15 6) Nurses on an unpaid leave of absence in excess of one (1) year, excluding military
16 and medical leaves, shall be subject to the provisions in Section 3C3c below.

17
18 c. **Eligibility Conditions for Nurses Appointed to a Classification Covered by the**

19 **Correctional Early Retirement Plan On or After July 1, 2009.** Nurses who promote,
20 demote, transfer, or who are appointed to a classification covered by this Agreement on
21 or after July 1, 2009 shall be subject to the conditions listed directly above in Section
22 3C3b and the following additional conditions for eligibility:

23
24 1) Nurses must have a minimum cumulative total of ten (10) years of service in a
25 classification covered by the Correctional Employees Retirement Plan (M.S.
26 §§352.91 and 352.911) at the time of their date of retirement. Any time spent in a
27 classification that is not covered under the Correctional Employees Retirement Plan

1 (M.S. §§352.91 and 352.911) will not satisfy, and will not be combined with covered
2 time to satisfy, the required time.

3
4 2) Nurses must have been employed in a classification covered by the Correctional
5 Employees Retirement Plan (M.S. §§352.91 and 352.911) for a minimum of five (5)
6 years immediately preceding their date of retirement.

7
8
9 E. **Maintaining Eligibility for Employer Contribution.**

10
11 1. **General.** A nurse who receives a full or partial Employer Contribution maintains that
12 eligibility as long as the nurse meets the Employer Contribution eligibility requirements, and
13 appears on a State payroll for at least one (1) full working day during each payroll period.
14 This requirement does not apply to nurses who receive an Employer Contribution while on
15 layoff as described in Section 3C1, or while eligible for workers' compensation payments as
16 described in Section 3C2.

17
18 2. **Unpaid Leave of Absence.** If a nurse is on an unpaid leave of absence, then vacation
19 leave, compensatory time, or sick leave cannot be used for the purpose of maintaining
20 eligibility for an Employer Contribution by keeping the nurse on a State payroll for one (1)
21 working day per pay period.

22
23 3. **School Year Employment.** If a nurse is employed on the basis of a school year and such
24 employment contemplates absences from the State payroll during the summer months or
25 vacation periods scheduled by the Appointing Authority which occur during the regular
26 school year, the nurse shall nonetheless remain eligible for an Employer Contribution,
27 provided that the nurse appears on the regular payroll for at least one (1) working day in
28 the payroll period immediately preceding such absences.

- 1
- 2 4. **Special Leaves**. A nurse who is on an approved FMLA leave or on a Voluntary Reduction
3 in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer
4 Contribution.

5

6 **Section 4. Amount of Employer Contribution**. For nurses eligible for an Employer Contribution
7 as described in Section 3, the amount of the Employer Contribution will be determined as follows
8 beginning on January 1, ~~2014~~ 2016. The Employer Contribution amounts and rules in effect on
9 June 30, ~~2013~~ 2015 will continue through December 31, ~~2013~~ 2015.

10

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

- 12
- 13 1. **Nurse Coverage**. ~~For plan year beginning on January 1, 2014, for nurse health coverage,~~
14 ~~the Employer contributes an amount equal to one hundred (100) percent of the nurse-only~~
15 ~~premium of the Minnesota Advantage Health Plan (Advantage).~~ Beginning on January 1,
16 2015, for nurse health coverage, the Employer contributes an amount equal to ninety-five
17 percent (95%) of the nurse-only premium of the Minnesota Advantage Health Plan
18 (Advantage).

- 19
- 20 2. **Dependent Coverage**. For dependent health coverage for the ~~2014~~ 2016 and ~~2015~~ 2017
21 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the
22 dependent premium of Advantage.

23

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

- 25
- 26 1. **Nurse Coverage**. For nurse dental coverage, the Employer contributes an amount equal
27 to the lesser of ninety (90) percent of the nurse premium of the State Dental Plan, or the

1 actual nurse premium of the dental plan chosen by the nurse. However, for calendar years
2 beginning January 1, ~~2014~~ 2016, and January 1, ~~2015~~ 2017, the minimum nurse
3 contribution shall be five dollars (\$5.00) per month.

4
5 2. **Dependent Coverage**. For dependent dental coverage, the Employer contributes an
6 amount equal to the lesser of fifty (50) percent of the dependent premium of the State
7 Dental Plan, or the actual dependent premium of the dental plan chosen by the nurse.

8
9 C. **Contribution Formula - Basic Life Coverage**. For nurse basic life coverage and accidental
10 death and dismemberment coverage, the Employer contributes one-hundred (100) percent of
11 the cost.

12
13 **Section 5. Coverage Changes and Effective Dates.**

14
15 A. **When Coverage May Be Chosen.**

16
17 1. **Newly Hired Nurses**. All nurses hired to an insurance eligible position must make their
18 benefit elections by their initial effective date of coverage as defined in this Article, Section
19 5C. Insurance eligible nurses will automatically be enrolled in basic life coverage. If nurses
20 eligible for a full Employer Contribution do not choose a health plan administrator and a
21 primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two
22 clinic (or Level One, if available) that meets established access standards in the health plan
23 with the largest number of Benefit Level One and Two clinics in the county of the nurse's
24 residence at the beginning of the insurance year. If a nurse does not choose a health plan
25 administrator and primary care clinic by their initial effective date, but was previously
26 covered as a dependent immediately prior to their initial effective date, they will be

1 defaulted to the plan administrator and primary care clinic in which they were previously
2 enrolled.

3
4 2. **Eligibility Changes.** Nurses who become eligible for a full employer contribution must
5 make their benefit elections within thirty (30) calendar days of becoming eligible. If nurses
6 do not choose a health plan administrator and a primary care clinic within this thirty (30)
7 day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available)
8 that meets established access standards in the health plan with the largest number of
9 Benefit Level One and Two clinics in the county of the nurse's residence at the beginning of
10 the insurance year.

11
12 If nurses who become eligible for a partial Employer Contribution choose to enroll in
13 insurance, they must do so within thirty (30) days of becoming eligible or during open
14 enrollment.

15
16 A nurse may change his/her health or dental plan if the nurse changes to a new permanent
17 work or residence location, and the nurse's current plan is no longer available. If the nurse has
18 family coverage and if the new residence location is outside the current plan's service area, the
19 nurse shall be permitted to switch to a new plan administrator and new Benefit Level within
20 thirty (30) days of the residence location change. The election change must be due to and
21 correspond with the change in status. A nurse who receives notification of a work location
22 change between the end of an open enrollment period and the beginning of the next insurance
23 year, may change his/her health or dental plan within thirty (30) days of the date of the
24 relocation under the same provisions accorded during the last open enrollment period. A nurse
25 or retired nurse may also change health or dental plans in any other situation in which the
26 Employer is required by the applicable federal or state law to allow a plan change.

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

2
3 1. **Changes Due to a Life Event.** After the initial enrollment period and outside of any open
4 enrollment period, a nurse may elect to change health or dental coverage (including adding
5 or canceling coverage) and any applicable nurse contributions in the following situations (as
6 long as allowed under the applicable provisions, regulations, and rules of the federal and
7 state law in effect at the beginning of the plan year).

8
9 The request to change coverage must be consistent with a change in status that qualifies
10 as a life event, and does not include changing health or dental plans, which may only be
11 done under the terms of Section 5A above. Any election to add coverage must be made
12 within thirty (30) days following the event, and any election to cancel coverage must be
13 made within sixty (60) days following the event. (A nurse and a retired nurse may add
14 dependent health or dental coverage following the birth of a child or dependent grandchild,
15 or following the adoption of a child, without regard to the thirty (30) day limit.) These life
16 events (for both nurses and retirees) are:

- 17
18 a. A change in legal marital status, including marriage, death of a spouse, divorce, legal
19 separation and annulment.
- 20
21 b. A change in number of dependents, including birth, death, adoption, and placement for
22 adoption.
- 23
24 c. A change in employment status of the nurse, or the nurse's or retiree's spouse or
25 dependent, including termination or commencement of employment, a strike or lockout,
26 a commencement of or return from an unpaid leave of absence, a change in worksite,
27 and a change in working conditions (including changing between part-time and full-time

1 or hourly and salary) of the nurse, the nurse's or retiree's spouse or dependent which
2 results in a change in the benefits they receive under a cafeteria plan or a health or
3 dental plan.

4
5 d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of
6 age or otherwise no longer meets the eligibility requirements under Section 2C.

7
8 e. A change in the place of residence of the nurse, retiree or their spouse or dependent.

9
10 f. Significant cost or coverage changes (including coverage curtailment and the addition
11 of a benefit package).

12
13 g. Family Medical Leave Act (FMLA) leave.

14
15 h. Judgments, decrees or orders.

16
17 i. A change in coverage of a spouse or dependent under another Employer's plan.

18
19 j. Open enrollment under the plan of another Employer.

20
21 k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for
22 new dependents and in the case of loss of other insurance coverage.

23
24 l. A COBRA-qualifying event.

25
26 m. Loss of coverage under the group health plan of a governmental or educational
27 institution (a State's children's health insurance program, medical care program of an

1 Indian tribal government, State health benefits risk pool, or foreign government group
2 health plan).

3
4 n. Entitlement to Medicare or Medicaid.

5
6 o. Any other situations in which the group health or dental plan is required by the
7 applicable federal or state law to allow a change in coverage.

8
9 2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above
10 situations, dependent health or dependent dental coverage may also be cancelled for any
11 reason during the open enrollment period that applies to each type of plan (as long as
12 allowed under the applicable provisions, regulations and rules of the federal and state law
13 in effect at the beginning of the plan year).

14
15 3. **Canceling Nurse Coverage.** A part-time nurse may also cancel nurse coverage within
16 sixty (60) days of when one of the life events set forth above occurs.

17
18 4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will
19 take effect on the first of the month following the loss of eligible nurse or dependent status.
20 Disability benefit coverage terminations will take effect on the day following loss of eligible
21 nurse status.

22
23 C. **Effective Date of Coverage.**

24
25 1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
26 Program is the thirty-fifth (35th) day following the nurse's first day of employment, re-hire, or
27 reinstatement with the State. The initial effective date of coverage for an employee whose

1 eligibility has changed is the date of the change. A nurse must be actively at work on the
2 initial effective date of coverage, except that a nurse who is on paid leave on the date
3 State-paid life insurance benefits increase is also entitled to the increased life insurance
4 coverage. In no event shall a nurse's dependent's coverage become effective before the
5 nurse's coverage.

6
7 If a nurse is not actively at work due to nurse or dependent health status or medical
8 disability, medical and dental coverage will still take effect. (Life and disability coverage will
9 be delayed until the nurse returns to work.)
10

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

12
13 a. **Basic Life.** If a nurse is not actively at work on the initial effective date of coverage,
14 coverage will be effective on the first day of the nurse's return to work. The effective
15 date of a change in coverage is not delayed in the event that, on the date the coverage
16 change would be effective, a nurse is on an unpaid leave of absence or layoff.

17
18 b. **Medical and Dental.** If a nurse is not actively at work on the initial effective date of
19 coverage due to a reason other than hospitalization or medical disability of the nurse or
20 dependent, medical and dental coverage will be effective on the first day of the nurse's
21 return to work.

22
23 The effective date of a change in coverage is not delayed in the event that, on the date
24 the coverage change would be effective, a nurse is on an unpaid leave of absence or
25 layoff.
26

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

6
7 D. **Open Enrollment**.

8
9 1. **Frequency and Duration**. There shall be an open enrollment period for health coverage
10 in each year of this Agreement, and for dental coverage in the first year of this Agreement.
11 Each year of the Agreement, all nurses shall have the option to complete a Health
12 Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days
13 each year of this Agreement. Open enrollment changes become effective on January 1 of
14 each year of this Agreement. Subject to a timely contract settlement, the Employer shall
15 make open enrollment materials available to nurses at least fourteen (14) days prior to the
16 start of the open enrollment period.

17
18 2. **Eligibility to Participate**. A nurse eligible to participate in the State Employee Group
19 Insurance Program, as described in Sections 2A and 2B, may participate in open
20 enrollment. In addition, a person in the following categories may, as allowed in section 5D1
21 above, make certain changes: (1) a former nurse or dependent on continuation coverage,
22 as described in Section 2D, may change plans or add coverage for health and/or dental
23 plans on the same basis as active nurses; and (2) an early retiree, prior to becoming
24 eligible for Medicare, may change health and/or dental plans as agreed to for active
25 nurses, but may not add dependent coverage.

- 1 3. **Materials for Nurse Choice.** Each year prior to open enrollment, the Appointing Authority
2 will give eligible nurses the information necessary to make open enrollment selections.
3 Nurses will be provided a statement of their current coverage each year of the contract.

- 4
5 E. **Coverage Selection Prior to Retirement.** A nurse who retires and is eligible to continue
6 coverage as a retiree may change his/her health or dental plan during the sixty (60) calendar
7 day period immediately preceding the date of retirement. The nurse may not add dependent
8 coverage during this period. The change takes effect on the first day of the month following the
9 date of retirement.

10
11 **Section 6. Basic Coverages.**

12
13 A. **Nurse and Family Health Coverage.**

- 14
15 1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the
16 State Employee Group Insurance Program is provided through the Minnesota Advantage
17 Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options.
18 Provider networks and claim administration are provided by multiple plan administrators.
19 Coverage offered through Advantage is determined by Section 6A2.

- 20
21 2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, ~~2013~~ 2015
22 through December 31, ~~2013~~ 2015, health coverage under the SEGIP will continue at the
23 level in effect on June 30, ~~2013~~ 2015. Effective January 1, ~~2014~~ 2016, Advantage will
24 cover eligible services subject to the copayments, deductibles and coinsurance coverage
25 limits stated. Services provided through Advantage are subject to the managed care
26 procedures and principles, including standards of medical necessity and appropriate

1 practice, of the plan administrators. Coverage details are provided in the Advantage
2 Summary of Benefits.

3
4 a. **Benefit Options.** Nurses must elect a plan administrator and primary care clinic.
5 Those elections will determine the Benefit Level through Advantage. Enrolled
6 dependents must elect a primary care clinic that is available through the plan
7 administrator chosen by the nurse.

8
9 1) **Plan Administrator.** Nurses must elect a plan administrator during their initial
10 enrollment in Advantage and may change their plan administrator election only
11 during the annual open enrollment and when permitted under Section 5.
12 Dependents must be enrolled through the same plan administrator as the nurse.

13
14 2) **Benefit Level.** The primary care clinics available through each plan administrator
15 are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart
16 below. Primary care clinics may be in different Benefit Levels for different plan
17 administrators. Family members may be enrolled in clinics that are in different
18 Benefits Levels. Nurses and their dependents may change to clinics in different
19 Benefit Levels during the annual open enrollment. Nurses and their dependents
20 may also elect to move to a clinic in a different Benefit Level within the same plan
21 administrator up to two (2) additional times during the plan year. Unless the
22 individual has a referral from his/her primary care clinic, there are no benefits for
23 services received from providers in Benefit Levels that are different from that of the
24 primary care clinic in which the individual has enrolled.

25
26 3) **Primary Care Clinic.** Nurses and each of their covered dependents must
27 individually elect a primary care clinic within the network of providers offered by the

1 plan administrator chosen by the nurse. Nurses and their dependents may elect to
2 change clinics within their clinic's Benefit Level as often as the plan administrator
3 permits and as outlined above.

4

5 4) **Advantage Benefit Chart for Services Incurred During Plan Years ~~2014 2016~~**
6 **and ~~2015 2017~~**.

7

<u>2014-20152016 and 2017 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$75150/\$1503 <u>00</u>	\$180250/\$360 <u>500</u>	\$400550/\$800 <u>1,100</u>	\$1,0001,250/\$ <u>2,0002,500</u>
Office visit copay/ urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted- in for health	1) \$1825 2) \$2330 <u>2330</u>	1) \$2330 2) \$2835 <u>2835</u>	1) \$3660 2) \$4165 <u>4165</u>	1) \$5580 2) \$6085 <u>6085</u>

2014-2015 2016 and 2017 Benefit Provision	<u>Benefit Level</u> 1 <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> 2 <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> 3 <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> 4 <u>The member</u> <u>pays:</u>
coaching				
In-Network Convenience Clinics and Online Care (deductible waived)	\$10	\$10	\$10	\$10
Emergency room copay	\$100	\$100	\$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	\$100 \$60	\$200 \$120	\$500 \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum

<u>2014-20152016 and 2017 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services <u>NOT</u> subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$12 <u>14</u> Tier 2: \$18 <u>25</u> Tier 3: \$38 <u>50</u>	Tier 1: \$12 <u>14</u> Tier 2: \$18 <u>25</u> Tier 3: \$38 <u>50</u>	Tier 1: \$12 <u>14</u> Tier 2: \$18 <u>25</u> Tier 3: \$38 <u>50</u>	Tier 1: \$12 <u>14</u> Tier 2: \$18 <u>25</u> Tier 3: \$38 <u>50</u>
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600

2014-2015 2016 and 2017 Benefit Provision	<u>Benefit Level</u> 1 <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> 2 <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> 3 <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> 4 <u>The member</u> <u>pays:</u>
Maximum non-drug out-of-pocket limit (S/F)	\$1,100 <u>1,200</u> /\$ 2,200 <u>2,400</u>	\$1,100 <u>1,200</u> /\$ 2,200 <u>2,400</u>	\$1,500 <u>1,600</u> /\$ 3,000 <u>3,200</u>	\$2,500 <u>2,600</u> /\$ 5,000 <u>5,200</u>

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- b. **Office Visit Copayments.** In each year of the Agreement, the level of the office visit copayment applicable to a nurse and dependents is based upon whether the nurse has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for health coaching.
- c. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

1 d. **Services not requiring authorization by a primary care physician within the**
2 **primary care clinic.**

3
4 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay
5 applies.

6
7 2) **Outpatient emergency and urgicenter services within the service area.** The
8 emergency room copay applies to all outpatient emergency visits that do not result
9 in hospital admission within twenty-four (24) hours. The urgicenter copay is the
10 same as the primary care clinic office visit copay.

11
12
13 3) **Emergency and urgently needed care outside the service area.** Professional
14 services of a physician, emergency room treatment, and inpatient hospital services
15 are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the
16 charges incurred per insurance year, and one-hundred percent (100%) thereafter.
17 The maximum eligible out-of-pocket expense per individual per year for this benefit
18 is four hundred dollars (\$400). This benefit is not available when the member's
19 condition permits him or her to receive care within the network of the plan in which
20 the individual is enrolled.

21
22 4) **Ambulance.** The deductible and coinsurance for services not subject to copays
23 applies.

24
25 e. **Prescription drugs**

26
27 1) **Copayments and annual out-of-pocket maximums.**

1 For the first and second year of the contract:

2
3 Tier 1 copayment: ~~Twelve~~ Fourteen dollar (~~\$1214~~) copayment per prescription
4 or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

5
6 Tier 2 copayment: ~~Eighteen~~ Twenty-five dollar (~~\$1825~~) copayment per
7 prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

8
9 Tier 3 copayment: ~~Thirty-eight~~ Fifty dollar (~~\$3850~~) copayment per prescription
10 or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

11
12 Out of pocket maximum: There is an annual maximum eligible out-of-pocket
13 expense limit for prescription drugs of eight hundred dollars (\$800) per person or
14 one thousand six hundred dollars (\$1,600) per family.

15
16 2) **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for
17 each type prescribed.

18
19 3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a
20 bioequivalent generic drug is available, the subscriber is required to pay the
21 standard copayment plus the difference between the cost of the brand name drug
22 and the generic. Amounts above the copay that an individual elects to pay for a
23 brand name instead of a generic drug will not be credited toward the out-of-pocket
24 maximum.

25
26 4) **Special Coverage for “Grandfathered Diabetic Group”**. For insulin dependent
27 diabetics who have been continuously enrolled for health coverage insured or

1 administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991
2 and who were identified as having used these supplies during the period January 1,
3 1991 through September 30, 1991 (herein the “Grandfathered Diabetic Group”),
4 diabetic supplies are covered as follows:

- 5
- 6 • Test tapes and syringes are covered at one hundred (100) percent for the
7 greater of a thirty (30) day supply or one hundred (100) units when
8 purchased with insulin.
- 9

10 5) **Special Coverage for Nicotine Replacement Therapies.** There will be no
11 copayment for formulary nicotine replacement therapies for nurses and dependents
12 who take the Health Assessment, opt-in for coaching, and are engaged in a plan-
13 sponsored smoking cessation program, or other program as documented by the
14 health coach.

15

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

- 19
- 20 1) Mental health services – inpatient or outpatient.
- 21
- 22 2) Chemical dependency services – inpatient and outpatient.
- 23
- 24 3) Chiropractic services.
- 25
- 26 4) Transplant coverage.
- 27
- 28 5) Cardiac services.

1
2 6) Home infusion therapy.

3
4 7) Hospice.

5
6 g. **Individuals whose permanent residence and principal work location are outside**
7 **the State of Minnesota and outside of the service areas of the health plans**
8 **participating in Advantage.** If these individuals use the plan administrator's national
9 preferred provider organization in their area, services will be covered at Benefit Level
10 Two. If a national preferred provider is not available in their area, services will be
11 covered at Benefit Level Two through any other provider available in their area. If the
12 national preferred provider organization is available but not used, benefits will be paid at
13 the POS level described in paragraph "i" below. All terms and conditions outlined in the
14 Summary of Benefits will apply.

15
16 h. **Children living with an ex-spouse outside the service area of the nurse's plan**
17 **administrator.** Covered children living with former spouses outside the service area of
18 the nurse's plan administrator, and enrolled under this provision as of December 31,
19 2003, will be covered at Benefit Level Two benefits. If available, services must be
20 provided by providers in the plan administrator's national preferred provider
21 organization. If the national preferred provider organization is available but not used,
22 benefits will be paid at the POS level described in paragraph "i" below.

23
24 i. **Individuals whose permanent residence is outside the State of Minnesota and**
25 **outside the service areas of the health plans participating in Advantage.** (This
26 category includes nurses temporarily residing outside Minnesota on temporary
27 assignment or paid leave (including sabbatical leaves) and all dependent children
28 (including college students) and spouses living out of area.) The point of service (POS)

1 benefit described below is available to these individuals. All terms and conditions
2 outlined in the Summary of Benefits apply. This benefit is not available for services
3 received within the service areas of the health plans participating in Advantage.

4
5 1) **Deductible**. There is a three hundred fifty dollar (\$350) annual deductible per
6 person, with a maximum deductible per family per year of seven hundred dollars
7 (\$700).

8
9 2) **Coinsurance**. After the deductible is satisfied, seventy percent (70%) coverage up
10 to the plan out-of-pocket maximum designated below.

11
12 j. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage
13 under Advantage is not subject to a per person lifetime maximum.

14
15 In the first and second years of the contract, coverage under Advantage is subject to a
16 plan year, non-prescription drug, out-of-pocket maximum of one thousand ~~one two~~
17 hundred dollars (~~\$1,100~~1,200) per person or two thousand ~~two four~~
18 hundred dollars (~~\$2,200~~2,400) per family for members whose primary care clinic is in Cost Level 1 or
19 Cost Level 2; one thousand ~~five six~~ hundred dollars (~~\$1,500~~1,600) per person or three
20 thousand dollars ~~two hundred~~ (~~\$3,000~~3,200) per family for members whose primary
21 care clinic is in Cost Level 3; and two thousand ~~five six~~ hundred dollars (~~\$2,500~~2,600)
22 per person or five thousand ~~two hundred~~ dollars (~~\$5,000~~5,200) per family for members
23 whose primary care clinic is in Cost Level 4.

24
25 k. **In-Network Convenience Clinics and Online Care**. Services received at in-network
26 convenience clinics and online care are subject to a ten dollar (\$10) copayment in each
27 year of the Agreement. First dollar deductibles are waived for convenience clinic and

1 online care visits. (Note that prescriptions received as a result of a visit are subject to
2 the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)

3
4 3. **Benefit Level Two Health Care Network Determination**. Issues regarding the health
5 care networks for the ~~2013~~ 2017 insurance year shall be negotiated in accordance with the
6 following procedures:

7
8 a. At least twelve (12) weeks prior to the open enrollment period for the ~~2013~~ 2017
9 insurance year the Employer shall meet and confer with the Joint Labor/Management
10 Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two
11 health care networks.

12
13 b. If no agreement is reached within five (5) working days, the Employer and the Joint
14 Labor/Management Committee on behalf of all of the exclusive representatives shall
15 submit a list of providers/provider groups in dispute to a mutually agreed upon neutral
16 expert in health care delivery systems for final and binding resolution. The only
17 providers/provider groups that may be submitted for resolution by this process are those
18 for which, since the list for the ~~2012~~ 2016 insurance year was established, Benefit Level
19 Two access has changed, or those that are intended to address specific problems
20 caused by a reduction in Benefit Level Two access.

21
22 Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of
23 five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a
24 coin to determine who strikes first. One-half (1/2) of the fees and expenses of the
25 neutral shall be paid by the Employer and one-half (1/2) by the Exclusive
26 Representatives. The parties shall select a neutral within five (5) working days after no

1 agreement is reached, and a hearing shall be held within fourteen (14) working days of
2 the selection of the neutral.

3
4 c. The decision of the neutral shall be issued within two (2) working days after the hearing.

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

10
11 5. **Health Promotion and Health Education.** Both parties to this Agreement recognize the
12 value and importance of health promotion and health education programs. Such programs
13 can assist nurses and their dependents to maintain and enhance their health, and to make
14 appropriate use of the health care system. To work toward these goals:

15
16 a. **Develop programs.**

17
18 1) The Employer will develop and implement health promotion and health education
19 programs, subject to the availability of resources. Each Appointing Authority will
20 develop a health promotion and health education program consistent with the
21 Minnesota Management & Budget policy. Upon request of any exclusive
22 representative in an agency, the Appointing Authority shall jointly meet and confer
23 with the exclusive representative(s) and may include other interested exclusive
24 representatives. Agenda items shall include but are not limited to smoking
25 cessation, weight loss, stress management, health education/self-care, and
26 education on related benefits provided through the health plan administrators
27 serving state employees.

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2) **Pilot Programs**. The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

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

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

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

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6. **Post Retirement Health Care Benefit.** Nurses who separate on or after January 1, 2008, from State service and who, at the time of separation are insurance eligible and entitled to immediately receive an annuity under a State retirement program shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan. Nurses who have a HCSP waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. If the nurse separates due to death, the two hundred fifty dollar (\$250) is paid in cash, not to the HCSP. A nurse who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Nurses are eligible for this benefit only once.

B. **Nurse 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 nurses 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. A nurse may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

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

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

1 **Section 7. Optional Coverages.**

2

3 A. **Nurse and Family Dental Coverage.**

4

5 1. **Coverage Options.** Eligible nurses may select coverage under any one of the dental
6 plans offered by the Employer, including health maintenance organization plans, the State
7 Dental Plan, or other dental plans. Coverage offered through health maintenance
8 organization plans is subject to change during the life of this Agreement upon action of the
9 health maintenance organization and approval of the Employer after consultation with the
10 Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the
11 level of HMO coverages effective during the term of this Agreement, including increases in
12 copayments, require approval of the Joint Labor/Management Committee on Health Plans.
13 Coverage offered through the State Dental Plan is determined by Section 7A2.

14

15 2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following
16 coverage:

17

18 a. **Copayments.** Effective January 1, ~~2014~~ 2016, the State Dental Plan will cover
19 allowable charges for the following services subject to the copayments and coverage
20 limits stated. Higher out-of-pocket costs apply to services obtained from dental care
21 providers not in the State Dental Plan network. Services provided through the State
22 Dental Plan are subject to the State Dental Plan's managed care procedures and
23 principles, including standards of dental necessity and appropriate practice. The plan
24 shall cover general cleaning two (2) times per plan year and special cleanings (root or
25 deep cleaning) as prescribed by the dentist.

26

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	60 80% after deductible	50% after deductible
Endodontics	60 80% after deductible	50% after deductible
Periodontics	60 80% after deductible	50% after deductible
Oral Surgery	60 80% after deductible	50% after deductible
Crowns	60 80% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

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*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

- b. **Deductible**. An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums**. State Dental Plan coverage is subject to a one thousand five hundred dollar (\$1,500) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

1 d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible
2 dependent children ages 8 through 18 subject to a two thousand four hundred dollar
3 (\$2,400) lifetime maximum benefit.
4

5 B. **Life Coverage.**
6

7 1. **Nurse.** A nurse may purchase up to five hundred thousand dollars (\$500,000) additional
8 life insurance, in increments established by the Employer, subject to satisfactory evidence
9 of insurability. A new nurse may purchase up to two (2) times annual salary in optional
10 nurse life coverage by their initial effective date of coverage as defined in this Article,
11 Section 5C without evidence of insurability. A nurse who becomes eligible for insurance
12 may purchase up to two (2) times annual salary in optional nurse life coverage without
13 evidence of insurability within thirty (30) days of the initial effective date as defined in this
14 Article.
15

16 2. **Spouse.** A nurse may purchase up to five hundred thousand dollars (\$500,000) life
17 insurance coverage for his/her spouse in increments established by the Employer, subject
18 to satisfactory evidence of insurability. A new nurse may purchase either five thousand
19 dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their
20 initial effective date of coverage as defined in this Article, Section 5C without evidence of
21 insurability. A nurse who becomes eligible for insurance may purchase either five thousand
22 dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without
23 evidence of insurability within thirty (30) days of the initial effective date as defined in this
24 Article.
25

26 3. **Children/Grandchildren.** A nurse may purchase life insurance in the amount of ten
27 thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined

1 in Section 2A2 and 2A3 of this Article). For a new nurse, child/grandchild coverage
2 requires evidence of insurability if application is made after the initial effective date of
3 coverage as defined in this Article, Section 5C. A nurse who becomes eligible for
4 insurance may purchase child/grandchild coverage without evidence of insurability if
5 application is made within thirty (30) days of the initial effective date as defined in this
6 Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

7
8 4. **Accelerated Life.** The additional nurse, spouse and child life insurance policies will
9 include an accelerated benefits agreement providing for payment of benefits prior to death
10 if the insured has a terminal condition.

11
12 5. **Waiver of Premium.** In the event a nurse becomes totally disabled before age seventy
13 (70), there shall be a waiver of premium for all life insurance coverage that the nurse had at
14 the time of disability.

15
16 6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a nurse who has
17 carried optional nurse life insurance for the five (5) consecutive years immediately
18 preceding the date of the nurse's retirement or age sixty-five (65), whichever is later, shall
19 receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15)
20 percent of the smallest amount of optional nurse life insurance in force during that five (5)
21 year period. The nurse's post-retirement death benefit shall be effective as of the date of
22 the nurse's retirement or the nurse age sixty-five (65), whichever is later. Nurses who retire
23 prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity
24 and must continue their optional nurse life insurance to age sixty-five (65) in order to
25 remain eligible for the nurse post-retirement death benefit.

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

10
11 Each policy remains separate and distinct, and amounts may not be combined for the
12 purpose of increasing the amount of a single policy.

13
14 C. **Disability Coverage.**

15
16 1. **Short-term Disability Coverage.** A nurse may purchase short-term disability coverage
17 that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000)
18 per month, up to two-thirds (2/3) of a nurse's salary, for up to one hundred eighty (180)
19 days during total disability due to a non-occupational accident or a non-occupational
20 sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of
21 a disabling sickness. For a new nurse, coverage applied for by the initial effective date of
22 coverage as defined in this Article, Section 5C does not require evidence of insurability.
23 For a nurse who becomes eligible for insurance, coverage applied for within thirty (30) days
24 of the initial effective date does not require evidence of insurability.

25
26 2. **Long-term Disability Coverage.** New nurses may enroll in long-term disability insurance
27 by their initial effective date of coverage. Nurses who become eligible for insurance may

1 enroll in long-term disability insurance within thirty (30) days of their initial effective date as
2 defined in this Article, Section 5C. The terms are the same as for nurses who wish to
3 add/increase during the annual open enrollment. During open enrollment only, a nurse
4 may purchase long-term disability coverage that provides benefits of from three hundred
5 dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the nurse's salary,
6 commencing on the 181st calendar day of total disability, and not subject to evidence of
7 insurability but with a limited term pre-existing condition exclusion. Nurses should be
8 aware that other wage replacement benefits, as described in the certificate of coverage
9 (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a
10 reduction of the monthly benefit levels purchased. In any event, the minimum is the greater
11 of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The
12 minimum benefit will not be reduced by any other wage replacement benefit. In the event
13 that the nurse becomes totally disabled before age seventy (70), the premiums on this
14 benefit shall be waived.

15
16 D. **Accidental Death and Dismemberment Coverage**. A nurse may purchase accidental death
17 and dismemberment coverage that provides principal sum benefits in amounts ranging from
18 five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made
19 only for accidental bodily injury or death and may vary, depending upon the extent of
20 dismemberment. A nurse may also purchase from five thousand dollars (\$5,000) to twenty-five
21 thousand dollars (\$25,000) in coverage for his/her spouse, but not in excess of the amount
22 carried by the nurse.

23
24 E. **Continuation of Optional Coverages During Unpaid Leave or Layoff**. A nurse who takes
25 an unpaid leave of absence or who is laid off may discontinue premium payments on optional
26 policies during the period of leave or layoff. If the nurse returns within one (1) year, the nurse

1 shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of
2 reinstating such optional coverages, the following limitations shall be applicable.

3
4 For the first twenty-four (24) months of long-term disability coverage after such a period of
5 leave or layoff during which long-term disability coverage was discontinued, any such
6 disability coverage shall exclude coverage for pre-existing conditions. For disability
7 purposes, a pre-existing condition is defined as any disability which is caused by, or for
8 which medical care was received during the period of leave or layoff. In addition, any pre-
9 existing condition limitations that would have been in effect under the policy but for the
10 discontinuance of coverage shall continue to apply as provided in the policy.

11
12 The limitations set forth above do not apply to leaves that qualify under the Family Medical
13 Leave Act (FMLA).

1 **ARTICLE 19 - MANAGEMENT RIGHTS**

2

3 It is recognized that the Employer retains all inherent managerial rights as stipulated by Minnesota
4 Statutes 179A.07.

1 **ARTICLE 20 - RELOCATION EXPENSES**

2

3 **Section 1. Authorization.** When it has been determined by the Appointing Authority that a nurse
4 is required to be transferred or reassigned to a different work station or must change residence as
5 a condition of employment, the cost of moving the nurse shall be paid by the Appointing Authority.
6 When a nurse must change residence in order to accept an appointment at a higher salary range
7 offered by an Agency, the Appointing Authority may approve the reimbursement of all or a portion
8 of the relocation expenses set forth in this Article.

9

10 Nurses who are reassigned, transferred, or demoted to vacant positions in their State agency due
11 to the abolishment (including transfer to another governmental jurisdiction or a private enterprise),
12 removal to a new location, or removal to another State agency of all or a major portion of the
13 operations of their Appointing Authority, shall receive relocation expenses in accordance with the
14 provisions of this Article. Nurses who are demoted during their probationary period shall receive
15 those relocation expenses provided in Section 2, Paragraph C and D, of this Article.

16

17 A nurse who is transferred, reassigned, or demoted at his/her request when the transfer,
18 reassignment, or demotion is for the nurse's sole benefit may, at the Appointing Authority's
19 discretion, be reimbursed for all or a portion of the relocation expenses set forth in this Article.
20 Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new
21 work location is at least thirty-five (35) miles or more from the nurse's current work location or
22 changes in residence required by an Appointing Authority as a condition of employment. However,
23 a nurse is not eligible for reimbursement of relocation expenses where the new work location is
24 within thirty-five (35) miles of the nurse's current residence. The provisions of this Article shall not
25 apply to nurses who currently commute thirty-five (35) miles or more to their work location unless
26 the nurse is transferred or reassigned to a new work location which is thirty-five (35) miles or more
27 from the nurse's current work station.

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No reimbursement for relocation expenses will be allowed unless the change of residence is completed within one (1) year, or unless other time extension arrangements have been approved by the Appointing Authority.

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

A. **Travel Status.** Nurses eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses to return to his/her permanent residence once a week while being lodged at his/her new station, or by mutual agreement between the nurse and the Appointing Authority, to travel between his/her permanent residence and his/her new work station on a daily basis. At the discretion of the Appointing Authority, the ninety (90) calendar day period may be extended up to an additional ninety (90) calendar days. If the first option is used, standard travel expenses for the nurse's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the travel status period. Nurses shall not receive mileage reimbursement for daily commuting to work from the temporary residence.

B. **Temporary Living Expenses.** A nurse may be reimbursed for the short-term rental of an apartment, house, or other residence instead of being reimbursed for hotel or motel room rental, with the written approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to the hotel or motel rates and provided that the rental residence is available to all potential renters. When reviewing requests for rental of

1 alternative short-term housing, Appointing Authorities may take into account the lower cost of
2 groceries for the nurse compared to reimbursement for restaurant meals.

3
4 C. **Realtor's Fees**. Realtor's fees for the sale of the nurse's domicile, not to exceed \$10,000,
5 shall be paid by the Appointing Authority.

6
7 D. **Moving Expenses**. The Appointing Authority shall pay the cost of moving and packing the
8 nurse's household goods. The nurse shall obtain no less than two (2) bids for packing and/or
9 moving household goods and approval must be obtained from the Appointing Authority prior to
10 any commitment to a mover to either pack or ship the nurse's household goods. The
11 Appointing Authority shall pay for the moving of house trailers if the trailer is the nurse's
12 domicile, and such reimbursement shall include the cost of transporting support blocks, skirts,
13 and/or other attached fixtures.

14
15 E. **Miscellaneous Expenses**. The nurse shall be reimbursed up to a maximum of \$1785.00 for
16 the necessary miscellaneous expenses directly related to the move. These expenses may
17 include such items as: disconnecting and connecting appliances and/or utilities, the cost of
18 insurance for property damage during the move, the reasonable transportation costs of the
19 nurse's family to the new work location at the time the move is made including meals and
20 lodging (such expenses shall be consistent with the provisions of Article 21 (Expense
21 Allowances), or other direct costs associated with rental, purchase, or sale of a residence,
22 including, but not limited to, attorney fees, loan origination fees, abstract fees, title insurance
23 premiums, appraisal fees, credit report fees and government recording and transfer fees; fees
24 for inspections or other services required by law or local ordinances.

25
26 Reimbursable miscellaneous expenses do not include, among others, rental of the nurse's
27 permanent residence, costs for improvements to either the old or new home or reimbursable

1 deposits required in connection with the purchase or rental of the residence, real estate taxes,
2 mortgage interest differentials, points, assessments, homeowner association fees,
3 homeowners or renters insurance, mortgage insurance, hazard insurance, automobile or
4 drivers license reissue fees, utility or other refundable deposits, boarding of pets, and the
5 purchase of new furnishings or personal effects.

6

7 Neither the State of Minnesota nor any of its agencies shall be responsible for any loss or
8 damage to any of the nurse's household goods or personal effects as a result of such a
9 transfer.

1 **ARTICLE 21 - EXPENSE ALLOWANCES**

2

3 **Section 1. General.** The Appointing Authority may authorize travel at State expense for the
4 effective conduct of the State's business. Such authorization must be granted prior to the
5 incurrence of the actual expenses.

6

7 When an employee does not report to their permanent work location during the day or makes
8 business calls before or after reporting to their permanent work location, the allowable mileage
9 shall be:

10

11 1. the lesser of the mileage from the employee's residence to the first stop or from their
12 permanent work location to the first stop;

13

14 2. all mileage between points visited on State business during the day;

15

16 3. the lesser of the mileage from the last stop to the employee's residence or from the last
17 stop to their permanent work location.

18

19 Nurses affected under this Article shall be reimbursed for such expenses that have been
20 authorized by the Appointing Authority in accordance with the terms of this Article.

21

22 **Section 2. Automobile Expense.**

23

24 **State-owned Vehicle Not Available.** When a State-owned vehicle is not available and a nurse is
25 required to use her/his personal automobile to conduct authorized State business, the Appointing
26 Authority shall reimburse the nurse at the current IRS reimbursement rate for mileage on the most
27 direct route according to Transportation Department records.

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State-owned Vehicle Available. When a State-owned vehicle is offered and declined by the nurse, mileage may be paid as follows for mileage on the most direct route.

Effective with approval of this Agreement by the Legislative Subcommittee on Employee Relations, this rate shall be equal to the then current IRS rate per mile less seven (7) cents per mile.

If a State-owned vehicle is available, the Appointing Authority may require a nurse to use the State car to conduct authorized State business.

Deviations from the most direct route, such as vicinity driving or departure from the nurse's residence, shall be shown separately on the nurse's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A nurse shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

Nurses who use a specially equipped personal van or van-type vehicle on official state business shall be reimbursed for mileage at a rate of fifty (50) cents per mile. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official state business shall be at fifteen (15) cents per mile.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the state. Mileage reimbursement in such cases shall be at a rate of forty-five (45) cents

1 per mile and shall be based on direct air mileage between the point of departure and the
2 destination.

3
4 **Section 3. Commercial Transportation.** When a nurse is required to use commercial
5 transportation (air, taxi, rental car, etc.) in connection with authorized business of an Appointing
6 Authority, the nurse shall be reimbursed for the actual expenses of the mode and class of
7 transportation so authorized. Reasonable gratuities may be included in commercial travel costs.

8
9 **Section 4. Overnight Travel.** Nurses in travel status who incur expenses for lodging shall be
10 allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from
11 their temporary or permanent work station, up to the maximums stated in Section 5 of this Article.
12 Nurses in travel status in excess of one (1) week without returning home shall be allowed actual
13 cost not to exceed \$16.00 per week for laundry and for dry cleaning for each week after the first
14 week. A nurse shall be reimbursed for baggage handling.

15
16 Actual, documented personal telephone call charges shall be reimbursed. Documentation is not
17 required; however, an agency may, at its discretion, request documentation of charges to be
18 reimbursed. The maximum reimbursement for each trip shall be the result of multiplying the
19 number of nights away from home up to three dollars (\$3.00).

20
21 **Section 5. Meal Allowances.** Nurses assigned to be in travel status between the nurse's
22 temporary or permanent work station and a field assignment shall be reimbursed for the actual
23 cost of meals including a reasonable gratuity under the following conditions:

24
25 A. **Breakfast.** Breakfast reimbursements may be claimed only if the nurse is on assignment away
26 from her/his temporary or permanent work station in a travel status overnight or departs from
27 home in an assigned travel status before 6:00 a.m.

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B. **Noon Meal**. A nurse may claim lunch reimbursement only if the nurse is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.

C. **Dinner**. Dinner reimbursement may be claimed only if the nurse is away from his/her temporary or permanent work station in a travel status overnight or is required to remain in a travel status until after 7:00 p.m.

D. **Reimbursement Amount**. Maximum reimbursement for meals including tax and gratuity, shall be:

<u>Meal Rates Effective</u>		<u>Meal Rates Effective</u>	
<u>Through December 31, 2013</u>		<u>Beginning January 1, 2014</u>	
Breakfast	\$ 7.00	Breakfast	\$ 9.00
Lunch	\$ 9.00	Lunch	\$11.00
Dinner	\$15.00	Dinner	\$16.00

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15

For the following metropolitan areas, the maximum reimbursement shall be:

<u>Meal Rates Effective</u>		<u>Meal Rates Effective</u>	
<u>Through December 31, 2013</u>		<u>Beginning January 1, 2014</u>	
Breakfast	\$ 8.00	Breakfast	\$11.00
Lunch	\$10.00	Lunch	\$13.00
Dinner	\$17.00	Dinner	\$20.00

16

1 The metropolitan areas are:

2

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

3

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

7

8 **Section 6. Special Expenses.** When prior approval has been granted by an Appointing
9 Authority, special expenses, such as registration or conference fees and banquet tickets or meals,
10 incurred as a result of State business, shall also be reimbursed.

11

12 **Section 7. Payment of Expenses.** The Appointing Authority shall advance the estimated cost of
13 travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the
14 employee makes such a request a reasonable period of time in advance of the travel date.
15 Employees may request a State issued credit card. If the employee receives such a card, the

1 Appointing Authority and the employee may mutually agree to use the card in place of the
2 advance.

3

4 **Section 8. Telephone Calls.** When it is necessary to place a work related long distance call, the
5 nurse should request that the operator bill the call to the home office telephone number. A nurse
6 who pays cash for a work related long distance call, may obtain reimbursement for such call.

1 **ARTICLE 22 - BULLETIN BOARDS**

2

3 The Appointing Authority agrees to furnish and maintain bulletin boards in an area frequented by
4 nurses. The bulletin boards may be used by the Association for posting notices of Association
5 meetings, Association elections, and Association recreational or social affairs. It is specifically
6 understood that posted material shall not advocate any course of action contrary to the provisions
7 of this Agreement nor shall it contain material of a partisan, political or inflammatory nature.

1 **ARTICLE 23 - CAREER DEVELOPMENT**

2

3 The Employer recognizes its responsibility to provide assistance to nurses in reaching specific
4 career goals. The form and level of this assistance is determined by the department head and/or
5 delegated authority after taking into consideration the affirmative action goals of the State.

6

7 A. **Development Defined.** Nurse development is an on-going process intended to help nurses
8 attain and maintain a quality of job performance that meets the needs of the State and the
9 career objectives of individual nurses. Development includes a variety of planned, purposeful
10 activities and experiences designed to improve and/or increase the skills, knowledge and
11 abilities of nurses. Typical activities and experiences include project assignments, task force
12 assignments, supervisory coaching, internal job assistance, orientation, job rotation,
13 interchanges, classroom instruction and independent study.

14

15 B. **Training Defined.** Training is a specific means or method of nurse development. It consists
16 of formal, systematic and structured activities that meet specific, predetermined learning
17 objectives designed to directly improve and/or increase the knowledge, skills and abilities of
18 nurses. Formal training usually refers to group instruction or structured independent study.
19 Academic or technical courses, seminars, workshops, institutes, correspondence courses,
20 individualized reading programs, programmed instruction and computer assisted learning are
21 typical examples of formal training. Conferences and conventions are included if they are
22 conducted specifically for educational purposes.

23

24 C. **Individual Development Planning.** Each nurse shall be counseled in terms of development
25 and complete an Individual Development Planning Worksheet on an annual basis. First priority
26 for expenditure of State funds will be given to those activities included in the Individual
27 Development Plan.

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D. **Participation in Training**. Nurses may be selected to participate in training and development activities in two ways:

1. Job Assignment: The nurse is assigned by the department to participate as a specific work assignment, or as specifically requested by the supervisor. The nurse must participate in order to carry out the basic responsibilities of the job.

2. Employee Initiated: At the discretion of the department head and/or delegated authority, nurses may be allowed to participate in non-assigned programs to meet specific training and development needs. Participation in these programs must be beneficial to both the organization and the nurse.

Training Procedures.

A. **Training Time**. Department heads and/or delegated authority can assign nurses to participate in training and development programs as part of their regular job. The amount of time spent in programs of this nature is determined by the department head.

Nurses may be allowed to participate in programs up to 120 hours of work release time each fiscal year. The department head and/or delegated authority is authorized to grant release time for travel to and from training programs. If granted, the travel time is included within the 120 hour maximum.

At the department head and/or delegated authority's discretion, nurses may be granted a leave of absence for training that goes beyond the ~~100~~ 120 hour limitation provided the granting of such leave will benefit the State.

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Where orientation in-service training for the various disability groups exists in institutions and where staffing needs permit, the nurse upon his/her request shall receive release time for the in-service training. No overtime shall result from such training.

B. Expenses and Reimbursement. Each operating department is responsible for all necessary and legitimate expenses incurred as a result of nurse participation in job assigned training and development activities.

The department may approve reimbursement for expenses incurred in nurse initiated training:

1. 75% of the tuition or registration costs.
2. Reimbursement for necessary books, materials and fees provided such materials do not become the sole property of the nurse.

C. Leaves of Absence for Training. Leaves of absence may be granted to nurses for work related programs consistent with the training and development policy of the State. Nurses may be granted leave with or without pay, depending on the nature and length of the training program, as well as the benefits to the State. Leave of absence with pay shall be approved by the Commissioner of Minnesota Management & Budget prior to utilization. The Commissioner of Minnesota Management & Budget may identify in advance the types of programs, including stipend programs, for which leaves of absence with pay are authorized, and in those instances, such authorization by the Commissioner of Minnesota Management & Budget shall be deemed approval.

Reimbursement of Training Expenses to the State:

1

2 Nurses who participate in training programs or courses longer than 40 classroom hours on State
3 time or in training programs which are funded in whole or in part by State funds are obligated to
4 return to a State job for a minimum period of twice the length of the training program. Nurses who
5 fail to fulfill the minimum time commitment are required to reimburse the State for the actual costs
6 of the training plus all salary paid for actual time spent in training activities. The amount of
7 reimbursement required will be a prorated share of the actual expenses based upon the length of
8 time the nurse has returned to a State job.

9

10 The State may require the reimbursement of tuition, registration, travel and living costs paid by the
11 State for any course or program not successfully completed, provided the State is not responsible
12 for the failure to successfully complete the course.

13

14 Upon the request of a nurse, the Employer may waive the reimbursement requirements of this
15 section for nurses who are unable to maintain a level of employment at least equivalent to that
16 held immediately prior to training, due to layoff, illness or a disability of at least six (6) months
17 duration or death.

1 **ARTICLE 24 - NO STRIKE OR LOCKOUT**

2

3 **Section 1. Strikes.** The Association, its officers, agents, and nurses covered by this Agreement
4 agree that they will not, during the life of this Agreement, promote or support any strike as defined
5 in Minnesota Statutes 179A.01, Subdivision 16. Any nurse who knowingly violates the provisions
6 of this Section may be subject to disciplinary action.

7

8 **Section 2. Lockouts.** No lockout of nurses shall be instituted by the Employer.

1 **ARTICLE 25 - ASSOCIATION MEETINGS WITH THE APPOINTING AUTHORITY**
2 **OR DEPARTMENT**

3

4 A. Up to three (3) representatives of the Association may meet with the Appointing Authority
5 and/or the Department and its representatives semi-annually upon request of the Association
6 for the purpose of reviewing and discussing common interests and professional nursing
7 concerns. By mutual agreement, other meetings may be held as the need arises, at mutually
8 agreed upon times.

9

10 Such representatives shall be permitted to attend the aforementioned meetings without loss of
11 pay.

12

13 B. The Association shall be provided a reasonable amount of time for orientation purposes at
14 formal orientation programs.

1 **ARTICLE 26 - WORK RULES**

2

3 An Appointing Authority may establish and enforce reasonable work rules that are not in conflict
4 with the provisions of this Agreement. Such rules shall be applied and enforced without
5 discrimination. The Appointing Authority shall discuss the changes in new or amended work rules
6 with the Association Local, explaining the need therefor, and shall allow the Association Local
7 reasonable opportunity to express its views prior to placing them in effect.

8

9 Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards
10 as far in advance of their effective date as practicable. In the event that there is no local
11 Association Representative in the Seniority Unit, and at the written request of the Association, new
12 or amended work rules will be mailed to the Minnesota Nurses Association.

1 **ARTICLE 27 - SAVINGS CLAUSE**

2

3 This Agreement is intended to be in conformity with all applicable and valid federal and state laws
4 and rules and regulations promulgated thereof. In the event that any provision of this Agreement is
5 found to be inconsistent with existing statutes or rules, or regulations promulgated thereunder, the
6 provisions of such statutes or ordinances shall prevail and if any provision herein is found to be
7 invalid or unenforceable by court or other authority having jurisdiction then such provision shall be
8 considered void but all other provisions shall remain in full force and effect.

9

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

1 **ARTICLE 28 - NURSE DRUG AND ALCOHOL TESTING POLICY**

2

3 1. **INTRODUCTION**

4

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

7

8 2. **DEFINITIONS**

9

10 A. **"Confirmatory Testing"** and **"Confirmatory Retest"** mean a drug or alcohol test that
11 uses a method of analysis approved by the Commissioner of Health as being reliable for
12 providing specific data as to the drugs, alcohol, or their metabolites detected in an initial
13 screening test.

14

15 B. **"Drug"** means a controlled substance as defined in Minnesota Statutes 152.01, subd. 4.

16

17 C. **"Drug and Alcohol Testing"**, **"Drug or Alcohol Testing"**, and **"Drug or Alcohol**
18 **Test"**, mean analysis of a body component sample approved by the Commissioner of
19 Health, including blood and urine, for the purpose of measuring the presence or absence
20 of drugs, alcohol, or their metabolites in the sample tested.

21

22 D. **"Initial Screening Test"** means a drug or alcohol test which uses a method of analysis
23 approved by the Commissioner of Health as being capable of providing data as to
24 general classes or drugs, alcohol, or their metabolites.

25

1 E. **"Positive Test Result"** means a finding of the presence of alcohol or drugs or their
2 metabolites in the sample tested in levels at or above the threshold deduction levels set
3 by the Commissioner of Health by rule.

4
5 F. **"Under the Influence"** for the purpose of testing, means having the presence of a drug
6 or alcohol at or above the level of a positive test result.

7
8 G. **"Probable Cause"** means first hand observations or reliable information that the nurse is
9 under the influence of drugs or alcohol, or is unlawfully manufacturing, distributing,
10 dispensing, possessing, transferring or using a controlled substance.

11
12 H. **"Valid Medical Reason"** means, 1) a written prescription, or an oral prescription reduced
13 to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the
14 nurse as the person for whose use it is intended; and, 2) the drug was prescribed,
15 administered, and dispensed in the course of professional practice by or under the
16 direction and supervision of a licensed doctor, as described in Minnesota Statutes 152.12;
17 and, 3) the drug was used in accord with the terms of the prescription. Use of any over
18 the counter medication in accord with the terms of the product's directions for use shall
19 also constitute a valid medical reason.

20
21 3. **PERSONS SUBJECT TO TESTING**

22
23 All nurses are subject to testing under applicable sections of this policy. However, no person
24 will be tested for drugs or alcohol under this policy without the person's consent. The
25 Appointing Authority will request or require an individual to undergo drug or alcohol testing
26 only under the circumstances described in this policy.

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

2
3 A. **Probable Cause Testing.**

4
5 The Appointing Authority may request or require a nurse to undergo drug and alcohol
6 testing if the Appointing Authority has probable cause related to the performance of the
7 job that the nurse:

- 8
9 1. is under the influence of drugs or alcohol while the nurse is working or while the nurse
10 is on the Appointing Authority's premises or operating the Appointing Authority's
11 vehicle, machinery or equipment; or,
12
13 2. has violated the Appointing Authority's written work rules prohibiting the use,
14 possession, sale or transfer of drugs or alcohol insofar as the work rules apply to on-
15 duty conduct.

16
17 5. **REFUSAL TO UNDERGO TESTING**

18
19 A. **Right to Refuse:** Employees have the right to refuse to undergo drug and alcohol
20 testing. If a nurse refuses to undergo drug or alcohol testing requested or required by the
21 Appointing Authority, no such test shall be given.

22
23 B. **Consequences of Refusal:** If any nurse refuses to undergo drug or alcohol testing
24 requested or required by the Appointing Authority, the nurse may be subject to possible
25 discipline or discharge.
26

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

3
4 Once the consent form has been signed, the nurse must cooperate fully with the persons
5 administering the test. Failure to do so may result in disciplinary action or discharge.

6
7 Any discipline given pursuant to this section may be grieved under Article 9.

8
9 C. **Refusal on Religious Grounds**: No nurse who refuses to undergo drug or alcohol
10 testing of a blood sample upon religious grounds shall be deemed to have refused unless
11 the nurse also refuses to undergo drug or alcohol testing of a urine sample.

12
13 6. **PROCEDURE FOR TESTING**

14
15 A. **Notification Form**: Before requesting a nurse to undergo drug or alcohol testing, the
16 Appointing Authority shall provide the individual with a form on which to 1) acknowledge
17 that the individual has seen a copy of the Appointing Authority's drug and alcohol testing
18 policy, and 2) indicate consent to undergo the drug and alcohol testing. This shall be
19 done on the Drug and Alcohol Screen Exam Consent Form. Upon request and whenever
20 practicable, the nurse is entitled to an Association Representative at the point the
21 Appointing Authority requests or requires the nurse to be tested.

22
23 B. **Test Sample**: The test sample shall be obtained in a private setting, and the procedures
24 for taking the sample shall ensure privacy to nurses to the extent of practicable,
25 consistent with preventing tampering with the sample, and shall conform with applicable
26 rules of the Commissioner of Health. All test samples shall be obtained by or under the
27 direct supervision of a health care professional from a medical facility of the Appointing

1 Authority's selection. However, such facility cannot be a state owned or operated
2 medical facility.

3
4 C. **Identification of Samples**: Each sample shall be sealed into a suitable container free of
5 any contamination that could affect test results, be immediately labeled with the subject's
6 social security number, be initialed by the subject, and be signed and dated by the
7 person witnessing the sample.

8
9 D. **Chain of Custody**: The Appointing Authority shall maintain a written record of the chain
10 of custody of the sample and ensure proper handling thereof, and comply with the rules
11 adopted by the Commissioner of Health pertaining to chain of custody; until the rules are
12 adopted by the Commissioner, the written record shall include a signature of each person
13 accepting transfer of the sample, the date and time of the transfer, and a notation about
14 the condition of the seal at the time of the transfer.

15
16 E. **Laboratory**: All drug or alcohol testing shall use the services of a testing laboratory
17 licensed by the Commissioner of Health or qualifying under the transitional laboratory
18 requirements set forth in Minnesota Statutes; however no test shall be conducted by a
19 testing laboratory owned and operated by the state.

20
21 F. **Methods of Analysis**: The testing laboratory shall use methods of analysis and
22 procedures to ensure reliable drug and alcohol test results including standards for initial
23 screening tests and confirmatory tests. The method of analysis shall use immuno-
24 chemical technology or chromatography for initial screening tests, and confirmation must
25 be gas chromatography/mass spectrometry, except that where gas
26 chromatography/mass spectrometry is not the scientifically accepted method of choice,
27 the test must be confirmed by a method using some form of chromatography.

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

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

7. **RIGHTS OF EMPLOYEES**

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

- a. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
- b. The right to request and receive from the Appointing Authority a copy of the test result report;
- c. The right to request in writing within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the nurse's expense at the original testing laboratory or another licensed testing laboratory of the nurse's choice. If the confirmatory retest does not confirm the original positive test result, no adverse

1 personnel action based on the original confirmatory test may be taken against the
2 nurse;

3
4
5 d. The right to submit information to the Appointing Authority within three working days
6 after notice of a positive test result to explain that result;

7
8 e. The right of a nurse, for whom a positive test result on a confirmatory test was the first
9 such result on a drug or alcohol test required by the Appointing Authority, not to be
10 discharged unless the following conditions have been met:

11
12 1) The Appointing Authority has first given the nurse an opportunity to participate in,
13 at the nurse's expense or pursuant to coverage under a nurse benefit plan, either
14 a drug or alcohol counseling or rehabilitation program, whichever is more
15 appropriate as determined by the certified chemical use counselor or a physician
16 trained in the diagnosis and treatment of chemical dependency; and

17
18 2) the nurse has either refused to participate in the counseling or rehabilitation
19 program, or has failed to successfully complete the program as evidenced by
20 withdrawal from the program before its completion or by a positive test result on a
21 confirmatory test after completion of the program.

22
23 A determination by the certified chemical use counselor or physician trained in the
24 diagnosis and treatment of chemical dependency that no counseling or rehabilitation
25 program is necessary fulfills the nurse's above-specified obligation.
26

1 f. The right to not be discharged, disciplined, discriminated against, or requested or
2 required to undergo rehabilitation on the basis of a positive test result from an initial
3 screening test that has not been verified by a confirmatory test;

4
5 g. The right to not be discharged, disciplined, discriminated against, or required to be
6 rehabilitated on the basis of medical history information revealed to the Appointing
7 Authority concerning the reliability of, or explanation for, a positive test result unless
8 the nurse was under an affirmative duty to provide the information before, upon or
9 after hire;

10
11 h. The right to access to information in the subject's personnel file relating to positive
12 test result reports and other information acquired in the drug and alcohol testing
13 process, and conclusions drawn from and actions taken based on the reports on
14 acquired information;

15
16 i. The right of a nurse who has made a timely request for a confirmatory retest to suffer
17 no adverse personnel action if the confirmatory retest does not confirm the result of
18 the original confirmatory test, using the same drug or alcohol threshold detection
19 levels as used in the original confirmatory test.

20
21 8. **ACTION AFTER TEST**

22
23 The Appointing Authority will not discharge, discipline, discriminate against, or request or
24 require rehabilitation of a nurse solely on the basis of a positive test result from an initial
25 screening testing that has not been verified by a confirmatory test. Where there has been a
26 positive test result in a confirmatory test and in any confirmatory retest, the Appointing

1 Authority will do the following unless the nurse has furnished a valid medical reason for the
2 positive test result:

- 3
- 4 a. The nurse will be referred for an evaluation by a certified chemical use counselor or a
5 physician trained in the diagnosis and treatment of chemical dependency. If that
6 evaluation determines that the Appointing Authority has a chemical dependency or
7 abuse problem, the employer will give the nurse an opportunity to participate in, at the
8 nurse's expense, or pursuant to coverage under a nurse benefit plan, either a drug or
9 alcohol counseling or rehabilitation program, whichever is more appropriate, as
10 determined by the certified chemical use counselor or a physician trained in the
11 diagnosis and treatment of chemical dependency. If the nurse either refuses to
12 participate in the counseling or rehabilitation program, or fails to successfully
13 complete the program, as evidenced by withdrawal from the program before its
14 completion, or by a positive test result on a confirmatory test after completion of the
15 program, the employer may discharge the nurse.

- 16
- 17 b. Nothing in this policy limits the right of the Appointing Authority to discipline or
18 discharge a nurse on grounds other than a positive test result in a confirmatory test.

19

20 9. **DATA PRIVACY**

21

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

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

12
13 **10. DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM**

14
15 Employee Name _____ Social Security No. _____

16
17 Date of Birth / / M F Date / / Time am/pm

18
19 Name of Supervisor/Agent Requesting Exam _____

20
21 Name of Appointing Authority or Designee Authorizing Testing _____

22
23 **Medical Consent:**

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

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Authorization to Release Information:

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

Acknowledgment:

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

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

Witnessed By:

Employee's Signature

Dated: _____ Dated: _____

1 **ARTICLE 29 - NON-DISCRIMINATION**

2

3 No nurse shall be discriminated against for participation in Association activities, utilization of the
4 grievance procedure, or election as an Association Representative.

5

6 The provisions of this Agreement shall be applied equally to all employees without discrimination
7 as defined by statute or executive order.

1 **ARTICLE 30 - ADA/WORKERS' COMPENSATION**

2

3 **Section 1. Purpose.** The Association and the Employer agree that they have a joint obligation to
4 comply with the Americans with Disabilities Act (ADA). The Association and the Employer agree
5 that they have the obligation to consider accommodation requests from qualified ADA individuals
6 and nurses returning from workers' compensation injuries. The Employer agrees to maintain the
7 policy of attempting to place nurses who have incurred a work-related disability in areas of work
8 which would fit the nurse's physical capabilities but not to create a job just to provide employment.

9

10 The Appointing Authority shall provide these reasonable accommodations in a fair and equitable
11 manner. Should reasonable accommodation request(s) raise the question of waiving the collective
12 bargaining agreement, the Employer and the Association shall follow the procedures in Section 3.

13

14 **Section 2. Information.** Both parties recognize their responsibility for confidentiality. The
15 Association agrees to prepare an informational brochure which the Appointing Authority will
16 provide to any nurse who requests a reasonable accommodation. Upon request of the
17 Association, the Appointing Authority shall provide a report of all accommodation requests,
18 whether each request was approved or denied, accommodations made, and the cost of each
19 accommodation.

20

21 **Section 3. Process.** Upon request, a nurse seeking an accommodation shall be entitled to
22 Association representation. The Association representative and the nurse shall be allowed a
23 reasonable amount of time during working hours, without loss of pay, to discuss the request. The
24 Appointing Authority shall review the nurse's request for accommodations considering ADA
25 guidelines on equipment purchase or modification, accessibility improvement, and scheduling
26 modifications and/or restructuring of current positions and duties allowable under the collective

1 bargaining agreement, before considering or requesting waiver of the collective bargaining
2 agreement.

3

4 If the Appointing Authority determines that contract waiver is necessary, it shall contact the
5 Association to convene a meet and confer to be held within a reasonable time during normal
6 working hours with the Association designee(s) on employer-paid time. At this meeting, the
7 Appointing Authority shall inform the Association of the nurse's restriction(s) subject to each party's
8 confidentiality obligations, the specific article(s) to be waived and the manner in which the
9 Appointing Authority proposes to modify that article(s).

10

11 At this meeting, the Appointing Authority shall also consider additional options presented by the
12 Association. Between the meet and confer and notification to the Appointing Authority of the
13 Association's decision, the Appointing Authority may make temporary accommodations. Any
14 contract waiver must be agreed to by both the Appointing Authority and the Association.

15

16 If a nurse's job duties are changed as a result of an accommodation, the nurse's supervisor shall
17 inform the nurse's co-workers of any restrictions that might impact on their job duties. The
18 supervisor shall use discretion when relaying this information.

1 **ARTICLE 31 - DURATION**

2

3 The provisions of this Agreement take the place of all previous Agreements and shall become
4 effective the _____ day of _____, ~~2014~~ 2015, subject to the ratification by the Eighty-
5 Ninth (89th) Session of the Legislature or during the interim, the acceptance by the Legislative
6 Subcommittee on Employee Relations and shall remain in full force and effect through the 30th day
7 of June, ~~2015~~ 2017.

8

9 It shall be automatically renewed from biennium to biennium thereafter unless either party shall
10 notify the other in writing no later than January 1 of odd-numbered years that it desires to modify
11 the Agreement.

12

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

16

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

21

22 FOR THE ASSOCIATION:

FOR THE EMPLOYER:

23

24

25

26 Tamara Hughes, RN

~~James Schowalter~~ Myron Frans

27 Chair Person

Commissioner

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Lonna-Jean Schmidt Nelson
MNA Labor Relations Specialist

Marcy Cordes
Assistant Commissioner

Joe McMahon
MNA Labor Relations Specialist

Joy Hargons
Labor Relations ~~Representative Principal~~Consultant 4

Valerie Darling
Labor Relations Consultant 4

Micah Intermill
Acting Compensation Manager

20132015 MINNESOTA NURSES ASSOCIATION NEGOTIATING TEAM:

~~Brent Griffith, RN~~ ~~Human Services – Willmar Region~~
Tamra Hughes, RN Sr. Human Services – St. Peter Region
~~Imo Kalla, APRN~~ ~~Corrections – St. Cloud~~
Teresa Koenen, RN Human Services – St. Peter Region

1 Karen A. Leathart, RN Corrections – Oak Park Heights
2 Ann Mehlretter, RN Human Services – St. Peter Region
3 Lori Olson, RN Sr. Human Services – St. Peter Region

4

5 **2015 STATE OF MINNESOTA NEGOTIATING TEAM:**

6

7 Pam Bajari, Nurse Executive Human Services
8 Paul Christianson, State Program Minnesota Management and Budget
9 Administrative Principal

10 Deneen Clemons, HR Director Corrections – Oak Park Heights
11 Corrections – Stillwater

12 Margaret Gemmell, Health Program Director Corrections

13 Jamie Gudknecht, HR Director Health

14 Tracy Johannsen, HR Director Human Services – MHSATS

15 Tammy Nelson, HR Director Veteran's Affairs

16 Jim Yates, Labor Relations Human Services

1 **APPENDIX A**

2

3 Eligible nurses who normally work less than full-time and eligible intermittent, temporary, and
4 emergency nurses shall have their holiday pay pro-rated on the following basis:

5

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

	<u>Eight (8) Hour</u> <u>Shift</u> <u>Hours of Holiday</u> <u>Pay</u>	<u>Nine (9) Hour</u> <u>Shift</u> <u>Hours of Holiday</u> <u>Pay</u>	<u>Ten (10) Hour</u> <u>Shift</u> <u>Hours of Holiday</u> <u>Pay</u>	<u>Twelve (12) Hour</u> <u>Shift</u> <u>Hours of Holiday</u> <u>Pay</u>
<u>Eligible nurses who normally work less than FT and eligible intermittent, temporary and emergency nurses shall have their Holiday pay prorated on the following basis:</u>				
<u>For a pay period containing one (1) holiday:</u>				
<u>➤ less than 4.5</u> <u>hours worked</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>➤ at least 4.5</u> <u>but less than</u> <u>13.5</u>	<u>1</u>	<u>1.125</u>	<u>1.25</u>	<u>1.5</u>
<u>➤ at least 13.5</u> <u>but less than</u> <u>22.5</u>	<u>2</u>	<u>2.25</u>	<u>2.5</u>	<u>3</u>
<u>➤ at least 22.5</u> <u>but less than</u> <u>31.5</u>	<u>3</u>	<u>3.375</u>	<u>3.75</u>	<u>4.5</u>
<u>➤ at least 31.5</u> <u>but less than</u> <u>40.5</u>	<u>4</u>	<u>4.5</u>	<u>5</u>	<u>6</u>

➤ <u>at least 40.5</u> <u>but less than</u> <u>49.5</u>	<u>5</u>	<u>5.625</u>	<u>6.25</u>	<u>7.5</u>
➤ <u>at least 49.5</u> <u>but less than</u> <u>58.5</u>	<u>6</u>	<u>6.75</u>	<u>7.5</u>	<u>9</u>
➤ <u>at least 48.5</u> <u>but less than</u> <u>67.5</u>	<u>7</u>	<u>7.875</u>	<u>8.75</u>	<u>10.5</u>
➤ <u>at least 67.5</u> <u>hours worked</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>12</u>
<u>For a pay period containing two (2) holidays:</u>				
➤ <u>less than 4</u> <u>hours worked</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
➤ <u>at least 4 but</u> <u>less than 12</u>	<u>1</u>	<u>1.125</u>	<u>1.25</u>	<u>1.5</u>
➤ <u>at least 12 but</u> <u>less than 20</u>	<u>2</u>	<u>2.25</u>	<u>2.5</u>	<u>3</u>
➤ <u>at least 20 but</u> <u>less than 28</u>	<u>3</u>	<u>3.375</u>	<u>3.75</u>	<u>4.5</u>

➤ <u>at least 28 but less than 36</u>	<u>4</u>	<u>4.5</u>	<u>5</u>	<u>6</u>
➤ <u>at least 36 but less than 44</u>	<u>5</u>	<u>5.625</u>	<u>6.25</u>	<u>7.5</u>
➤ <u>at least 44 but less than 52</u>	<u>6</u>	<u>6.75</u>	<u>7.5</u>	<u>9</u>
➤ <u>at least 52 but less than 60</u>	<u>7</u>	<u>7.875</u>	<u>8.75</u>	<u>10.5</u>
➤ <u>at least 60 hours worked</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>12</u>
<u>For a pay period containing three (3) holidays:</u>				
➤ <u>less than 3.5 hours worked</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
➤ <u>at least 3.5 but less than 10.5</u>	<u>1</u>	<u>1.125</u>	<u>1.25</u>	<u>1.5</u>
➤ <u>at least 10.5 but less than 17.5</u>	<u>2</u>	<u>2.25</u>	<u>2.5</u>	<u>3</u>

➤ <u>at least 17.5</u> <u>but less than</u> <u>24.5</u>	<u>3</u>	<u>3.375</u>	<u>3.75</u>	<u>4.5</u>
➤ <u>at least 24.5</u> <u>but less than</u> <u>31.5</u>	<u>4</u>	<u>4.5</u>	<u>5</u>	<u>6</u>
➤ <u>at least 31.5</u> <u>but less than</u> <u>38.5</u>	<u>5</u>	<u>5.625</u>	<u>6.25</u>	<u>7.5</u>
➤ <u>at least 38.5</u> <u>but less than</u> <u>45.5</u>	<u>6</u>	<u>6.75</u>	<u>7.5</u>	<u>9</u>
➤ <u>at least 45.5</u> <u>but less than</u> <u>52.5</u>	<u>7</u>	<u>7.875</u>	<u>8.75</u>	<u>10.5</u>
➤ <u>at least 67.5</u> <u>hours worked</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>12</u>

1

2 **These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and

3 compensatory time off, but excludes overtime hours.

4

- 1 For part-time nurses only, uncompensated approved leave will be counted as “hours paid” but only
- 2 for scheduled hours for which the nurse requests and is granted time off as an unpaid leave of
- 3 absence. A change in unscheduled days does not constitute an unpaid leave.

1 **APPENDIX A1 – HOLIDAYS**

2

3 ~~Eligible nurses who normally work less than full-time and eligible intermittent employees and~~

4 ~~temporary nurses shall have their holiday pay prorated on the following basis:~~

5

6 ~~Table 1: For pay periods containing one holiday:~~

7

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4.5	0
At least 4.5, but less than 13.5	1
At least 13.5, but less than 22.5	2
At least 22.5, but less than 31.5	3
At least 31.5, but less than 40.5	4
At least 40.5, but less than 49.5	5
At least 49.5, but less than 58.5	6
At least 58.5, but less than 67.5	7
At least 67.5	8

8

9 ~~Table 2: For pay periods containing two holidays:~~

10

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4	0
At least 4, but less than 12	1
At least 12, but less than 20	2
At least 20, but less than 28	3
At least 28, but less than 36	4
At least 36, but less than 44	5

**Hours worked or paid:	Holiday hours earned for holiday
At least 44, but less than 52	6
At least 52, but less than 60	7
At least 60	8

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~~Table 3: For pay periods containing three holidays:~~

**Hours worked or paid:	Holiday hours earned for holiday
Less than 3.5	0
At least 3.5, but less than 10.5	1
At least 10.5, but less than 17.5	2
At least 17.5, but less than 24.5	3
At least 24.5, but less than 31.5	4
At least 31.5, but less than 38.5	5
At least 38.5, but less than 45.5	6
At least 45.5, but less than 52.5	7
At least 52.5	8

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~~**These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.~~

~~For part time nurses only, uncompensated approved leave will be counted as "hours paid" but only for scheduled hours for which the nurse requests and is granted time off as an unpaid leave of absence. A change in unscheduled days does not constitute an unpaid leave.~~

1 **APPENDIX B**

2

3 Eligible nurses with the exception of those in the Registered Nurse Advanced Practice or
 4 Psychiatric Advanced Practice Registered Nurse classifications being paid for less than a full
 5 eighty (80) hour pay period shall have their vacation accruals pro-rated according to the rate table
 6 listed below:

7

8 HOURS OF VACATION ACCRUED DURING EACH
 9 PAYROLL PERIOD OF CONTINUOUS SERVICE

10

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	0	0	0	0	0
At least 9-1/2, but less than 19-1/2	3/4	1	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19-1/2, but less than 29-1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
At least 29-1/2, but less than 39-1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39-1/2, but less than 49-1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49-1/2, but less than 59-1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59-1/2, but less than 69-1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69-1/2, but less than 79-1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79-1/2	4	5	7	7-1/2	8	8-1/2	9

1 **APPENDIX B1**

2

3 Eligible nurses in the Registered Nurse Advance Practice or Psychiatric Advanced Practice
4 Registered Nurse classifications being paid for less than a full eighty (80) hour pay period shall
5 have their vacation accruals pro-rated according to the rate table listed below:

6

7 HOURS OF VACATION ACCRUED DURING EACH
8 PAYROLL PERIOD OF CONTINUOUS SERVICE

9

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 10 years	After 10 thru 19 years	After 19 thru 24 years	After 24 years
Less than 9 1/2	0	0	0	0	0	0
At least 9-1/2, but less than 19-1/2	3/4	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19-1/2, but less than 29-1/2	1-1/2	1-3/4	2	2	2-1/4	2-1/4
At least 29-1/2, but less than 39-1/2	2-1/4	2-3/4	3	3	3-1/4	3-1/2

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 10 years	After 10 thru 19 years	After 19 thru 24 years	After 24 years
At least 39-1/2, but less than 49-1/2	3	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49-1/2, but less than 59-1/2	3-3/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59-1/2, but less than 69-1/2	4-1/2	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69-1/2, but less than 79-1/2	5-1/4	6-1/4	6-3/4	7	7-1/2	8
At least 79-1/2	6	7	7-1/2	8	8-1/2	9

1 **APPENDIX C - SICK LEAVE (effective November 25, 1998)**

2

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

5

6 **HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD**

7 **(Effective November 25, 1998)**

8

Number of Hours Worked During Pay Period	Number of Hours Accrued
Less than 9½	0
At least 9½, but less than 19½	.75
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1.5
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2.5
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3.5
At least 79½	4

9

**APPENDIX D-1
UNIT 205 MNA NURSES
CLASSES AND SALARIES AS OF JULY 1, 2015**

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002393	Nurse Specialist	5A	205	57J	30.28	43.09	5,269	7,498	63,225	89,972
000478	Nursing Education Specialist	5A	205	57J	30.28	43.09	5,269	7,498	63,225	89,972
001612	Nursing Evaluator 1	5A	205	52G	22.82	28.85	3,971	5,020	47,648	60,239
001613	Nursing Evaluator 2	5A	205	55K	27.98	41.44	4,869	7,211	58,422	86,527
003884	Psych Adv Practice Reg Nurse	5A	205	62H	42.56	56.02	7,405	9,747	88,865	116,970
000570	Public Health Nursing Adv	5A	205	56I	29.12	39.83	5,067	6,930	60,803	83,165
001047	Public Health Nursing Adv Sr	5A	205	57J	30.28	43.09	5,269	7,498	63,225	89,972
001878	Registered Nurse	5A	205	54K	26.91	39.83	4,682	6,930	56,188	83,165
003610	Registered Nurse Advanced Prac	5A	205	62H	42.56	56.02	7,405	9,747	88,865	116,970
001881	Registered Nurse Principal	5A	205	57J	30.28	43.09	5,269	7,498	63,225	89,972
001880	Registered Nurse Senior	5A	205	55K	27.98	41.44	4,869	7,211	58,422	86,527

**APPENDIX D-1
 Compensation Grid 5A
 Unit 205 MNA Nurses
 Ranges 52 – 62
 Effective 7/1/2015 – 6/30/2016**

Comp Code		A	B	C	D	E	F	G	H	I	J	K	
Step		01	02	03	04	05	06	07	08	09	10	11	
Range													Range
52	YR	47,648	49,506	51,490	53,557	55,708	57,942	60,239					52
	MO	3,971	4,126	4,291	4,463	4,642	4,829	5,020					
	HR	22.82	23.71	24.66	25.65	26.68	27.75	28.85					
54	YR	56,188	58,422	60,803	63,225	65,730	68,340	71,096	73,915	76,880	79,970	83,165	54
	MO	4,682	4,869	5,067	5,269	5,478	5,695	5,925	6,160	6,407	6,664	6,930	
	HR	26.91	27.98	29.12	30.28	31.48	32.73	34.05	35.40	36.82	38.30	39.83	
55	YR	58,422	60,803	63,225	65,730	68,340	71,096	73,915	76,880	79,970	83,165	86,527	55
	MO	4,869	5,067	5,269	5,478	5,695	5,925	6,160	6,407	6,664	6,930	7,211	
	HR	27.98	29.12	30.28	31.48	32.73	34.05	35.40	36.82	38.30	39.83	41.44	
56	YR	60,803	63,225	65,730	68,340	71,096	73,915	76,880	79,970	83,165			56
	MO	5,067	5,269	5,478	5,695	5,925	6,160	6,407	6,664	6,930			
	HR	29.12	30.28	31.48	32.73	34.05	35.40	36.82	38.30	39.83			
57	YR	63,225	65,730	68,340	71,096	73,915	76,880	79,970	83,165	86,527	89,972		57
	MO	5,269	5,478	5,695	5,925	6,160	6,407	6,664	6,930	7,211	7,498		
	HR	30.28	31.48	32.73	34.05	35.40	36.82	38.30	39.83	41.44	43.09		
59	YR	78,968	82,184	85,441	88,865	92,436	96,132	99,973	103,941				59
	MO	6,581	6,849	7,120	7,405	7,703	8,011	8,331	8,662				
	HR	37.82	39.36	40.92	42.56	44.27	46.04	47.88	49.78				
62	YR	88,865	92,436	96,132	99,973	103,941	108,117	112,460	116,970				62
	MO	7,405	7,703	8,011	8,331	8,662	9,010	9,372	9,747				
	HR	42.56	44.27	46.04	47.88	49.78	51.78	53.86	56.02				
Step		01	02	03	04	05	06	07	08	09	10	11	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	

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

**APPENDIX D-2
UNIT 205 MNA NURSES
CLASSES AND SALARIES AS OF JULY 1, 2016**

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002393	Nurse Specialist	5A	205	57J	31.04	44.17	5,401	7,686	64,812	92,227
000478	Nursing Education Specialist	5A	205	57J	31.04	44.17	5,401	7,686	64,812	92,227
001612	Nursing Evaluator 1	5A	205	52G	23.39	29.57	4,070	5,145	48,838	61,742
001613	Nursing Evaluator 2	5A	205	55K	28.68	42.48	4,990	7,392	59,884	88,698
003884	Psych Adv Practice Reg Nurse	5A	205	62H	43.62	57.42	7,590	9,991	91,079	119,893
000570	Public Health Nursing Adv	5A	205	56I	29.85	40.83	5,194	7,104	62,327	85,253
001047	Public Health Nursing Adv Sr	5A	205	57J	31.04	44.17	5,401	7,686	64,812	92,227
001878	Registered Nurse	5A	205	54K	27.58	40.83	4,799	7,104	57,587	85,253
003610	Registered Nurse Advanced Prac	5A	205	62H	43.62	57.42	7,590	9,991	91,079	119,893
001881	Registered Nurse Principal	5A	205	57J	31.04	44.17	5,401	7,686	64,812	92,227
001880	Registered Nurse Senior	5A	205	55K	28.68	42.48	4,990	7,392	59,884	88,698

**APPENDIX D-2
 Compensation Grid 5A
 Unit 205 MNA Nurses
 Ranges 52 – 62
 Effective 7/1/2016 - 6/30/2017**

Comp Code		A	B	C	D	E	F	G	H	I	J	K	
Step		01	02	03	04	05	06	07	08	09	10	11	
Range													Range
52	YR	48,838	50,738	52,785	54,894	57,107	59,383	61,742					52
	MO	4,070	4,228	4,399	4,574	4,759	4,949	5,145					
	HR	23.39	24.30	25.28	26.29	27.35	28.44	29.57					
54	YR	57,587	59,884	62,327	64,812	67,380	70,052	72,871	75,774	78,801	81,975	85,253	54
	MO	4,799	4,990	5,194	5,401	5,615	5,838	6,073	6,314	6,567	6,831	7,104	
	HR	27.58	28.68	29.85	31.04	32.27	33.55	34.90	36.29	37.74	39.26	40.83	
55	YR	59,884	62,327	64,812	67,380	70,052	72,871	75,774	78,801	81,975	85,253	88,698	55
	MO	4,990	5,194	5,401	5,615	5,838	6,073	6,314	6,567	6,831	7,104	7,392	
	HR	28.68	29.85	31.04	32.27	33.55	34.90	36.29	37.74	39.26	40.83	42.48	
56	YR	62,327	64,812	67,380	70,052	72,871	75,774	78,801	81,975	85,253			56
	MO	5,194	5,401	5,615	5,838	6,073	6,314	6,567	6,831	7,104			
	HR	29.85	31.04	32.27	33.55	34.90	36.29	37.74	39.26	40.83			
57	YR	64,812	67,380	70,052	72,871	75,774	78,801	81,975	85,253	88,698	92,227		57
	MO	5,401	5,615	5,838	6,073	6,314	6,567	6,831	7,104	7,392	7,686		
	HR	31.04	32.27	33.55	34.90	36.29	37.74	39.26	40.83	42.48	44.17		
59	YR	80,952	84,230	87,571	91,079	94,753	98,533	102,479	106,530				59
	MO	6,746	7,019	7,298	7,590	7,896	8,211	8,540	8,877				
	HR	38.77	40.34	41.94	43.62	45.38	47.19	49.08	51.02				
62	YR	91,079	94,753	98,533	102,479	106,530	110,810	115,278	119,893				62
	MO	7,590	7,896	8,211	8,540	8,877	9,234	9,607	9,991				
	HR	43.62	45.38	47.19	49.08	51.02	53.07	55.21	57.42				
Step		01	02	03	04	05	06	07	08	09	10	11	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	

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

1 **APPENDIX E**

2

3 The following is an alphabetical listing of state departments, agencies, etc. which are the seniority
4 units where the Minnesota Nurses Association has exclusive bargaining rights for registered
5 nurses at the time this Agreement was signed. Seniority units are indicated by an asterisk.

6

7 *Board of Nursing

8

9 Corrections, Department of (each facility is a seniority unit)

10 *Minnesota Correctional Facility - Faribault

11 *Minnesota Correctional Facility - Lino Lakes

12 *Minnesota Correctional Facility - Oak Park Heights

13 *Minnesota Correctional Facility - Red Wing

14 *Minnesota Correctional Facility - Rush City

15 *Minnesota Correctional Facility - Shakopee

16 *Minnesota Correctional Facility - St. Cloud

17 *Minnesota Correctional Facility - Stillwater

18 *Minnesota Correctional Facility - Togo

19 *Minnesota Correctional Facility - Willow River/Moose Lake

20

21 Education, Department of

22 *Minnesota Academy for the Deaf

23

24 *Health, Department of

25

26 Human Services, Department of

27 *Anoka Region

- 1 *Bemidji Region
- 2 *Brainerd Region
- 3 *Central Office
- 4 *Fergus Falls Region
- 5 *Minnesota Extended Treatment Operations (METO)/Community Support Services (CSS)
- 6 *Moose Lake Region
- 7 *MSOCS
- 8 *St. Peter Region
- 9 *Willmar Region
- 10
- 11 *MnSCU - Alexandria Technical College
- 12 *MnSCU - Anoka Technical College
- 13 *MnSCU - Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses)
- 14 *MnSCU - Bemidji State University (aligned with Northwest Technical College)
- 15 *MnSCU - Central Lakes College (Brainerd/Staples Campuses)
- 16 *MnSCU - Century College
- 17 *MnSCU - Chancellor, Office of the
- 18 *MnSCU - Dakota County Technical College
- 19 *MnSCU - Fond du Lac Tribal and Community College
- 20 *MnSCU - Hennepin Technical College (Brooklyn Park, Eden Prairie, Plymouth)
- 21 *MnSCU - Hibbing Community College (including Paulucci Space Theater)
- 22 *MnSCU - Inver Hills Community College
- 23 *MnSCU - Itasca Community College
- 24 *MnSCU - Lake Superior College
- 25 *MnSCU - Mesabi Range Community & Technical College
- 26 *MnSCU - Metropolitan State University (Midway, Minneapolis, St. Paul)
- 27 *MnSCU - Minneapolis Community and Technical College

- 1 *MnSCU - Minnesota State College - Southeast Technical, Red Wing
- 2 *MnSCU - Minnesota State College - Southeast Technical, Winona
- 3 *MnSCU - Minnesota State Community and Technical College - Detroit Lakes
- 4 *MnSCU - Minnesota State Community and Technical College - Fergus Falls
- 5 *MnSCU - Minnesota State Community and Technical College - Moorhead
- 6 *MnSCU - Minnesota State Community and Technical College - Wadena (including Perham
7 Administrative Office)
- 8 *MnSCU - Minnesota State University, Mankato
- 9 *MnSCU - Minnesota State University, Moorhead
- 10 *MnSCU - Minnesota West Community and Technical College - Canby (including Marshall)
- 11 *MnSCU - Minnesota West Community and Technical College - Granite Falls
- 12 *MnSCU - Minnesota West Community and Technical College - Jackson
- 13 *MnSCU - Minnesota West Community and Technical College - Pipestone (including Luverne)
- 14 *MnSCU - Minnesota West Community and Technical College - Worthington
- 15 *MnSCU - Normandale Community College
- 16 *MnSCU - North Hennepin Community College
- 17 *MnSCU - Northland Community and Technical College - East Grand Forks
- 18 *MnSCU - Northland Community and Technical College - Thief River Falls
- 19 *MnSCU - Northwest Technical College (Bemidji)
- 20 *MnSCU - Pine Technical College
- 21 *MnSCU - Rainy River Community College
- 22 *MnSCU - Ridgewater College - Hutchinson
- 23 *MnSCU - Ridgewater College - Willmar
- 24 *MnSCU - Riverland Community College (including Adams, Albert Lea, Austin, Kenyon, LeRoy,
25 Owatonna, Plainview, Red Wing, Spring Valley, and St. Charles)
- 26 *MnSCU - Rochester Community and Technical College
- 27 *MnSCU - St. Cloud State University

- 1 *MnSCU - St. Cloud Technical College
- 2 *MnSCU - Saint Paul College
- 3 *MnSCU - South Central College - Faribault Campus
- 4 *MnSCU - South Central College - North Mankato/Mankato
- 5 *MnSCU - Southwest Minnesota State University
- 6 *MnSCU - Vermilion Community College
- 7 *MnSCU - Winona State University
- 8
- 9 *Perpich Center for Arts Education
- 10
- 11 *Transportation, Department of
- 12
- 13 *Veterans Affairs, Department of - Veterans Home - Fergus Falls
- 14
- 15 *Veterans Affairs, Department of - Veterans' Home – Hastings
- 16
- 17 *Veterans Affairs, Department of - Veterans' Home – Luverne
- 18
- 19 *Veterans Affairs, Department of - Veterans' Home – Minneapolis
- 20
- 21 *Veterans Affairs, Department of - Veterans' Home - Silver Bay
- 22
- 23 The Employer reserves the right to add or delete seniority units.

1 **APPENDIX F - STATUTORY LEAVES**

2

3 Following are the citations for leaves designated by the Legislature. These leaves are subject to
 4 change or repeal. These leaves are not grievable or arbitrable under Article 16 of this contract.

5

3.088	Leave of Absence to Serve as a Legislator or For Election to a Full-time City or County Office
15.62	Athletic Leave of Absence
43A.185	Disaster Volunteer Leave
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
181.940 - 181.94 1 <u>3</u>	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave <u>Benefits, Care of Relatives</u>
181.945	Bone Marrow Donation Leave
181.946	Leave for Civil Air Patrol Service
181.947	Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Services
181.948	Leave to Attend Military Ceremonies
192.26, 192.261	Military Service Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
202A.19	Precinct Caucus Leave
204B.195	Time Off From Work to Serve as Election Judge

204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative
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1 **APPENDIX G - COMMITTEE ON PROFESSIONAL NURSING CONCERNS**

2

3 The parties agree to establish a joint labor management committee composed of no more than six
4 (6) representatives each from the Employer and the Association. Included on the committee as
5 representatives of the Employer shall be representatives of the Department of Human Services
6 (including the Chief Medical Officer or designee when the topic dictates his/her participation), the
7 Department of Corrections, the Department of Veteran's Affairs, and the Department of Health.
8 The committee shall meet quarterly or as mutually agreed.

9

10 The purpose of the committee shall be to meet and confer on professional nursing issues regarding
11 the Employer's policies concerning the health and safety of nurses, professional obligations of
12 nurses, licensing matters and other policies and procedures under M.S. 179A.07(3).

13

14 The committee shall discuss issues of health and safety in the following areas:

15

- 16 - Control of infectious and contagious diseases
- 17 - Feasibility of providing annual blood tests or other appropriate tests for nurses whose job
18 related duties may subject them to recognized health hazards
- 19 - Right to Know training
- 20 - Establishment of local Association/Employer Committees
- 21 - Screening of chemical abuse
- 22 - Additional issues of mutual concern

23

24 Further, the committee shall study issues affecting nursing practice in State Institutions. These
25 shall include, but not be limited to, the following:

26

- 27 - Career Development

- 1 - Cross training
- 2 - Quality Assurance and Peer Review
- 3 - Procedures involving reporting to regulatory boards
- 4 - Recommendations of Accreditation reviews
- 5 - Establishment of local nursing practice committees
- 6 - Staffing patterns system
- 7 - Patient classification
- 8 - Working environment to attract and retain nurses

9

10 Association representatives shall be permitted to attend the aforementioned meetings without loss
11 of pay. An Appointing Authority shall not incur overtime costs as a result of nurse participation on
12 the Committee or as a result of coverage for the nurse's previously assigned shift.

1 **APPENDIX H - DEPARTMENT OF HUMAN SERVICES LOCAL AND**
2 **DEPARTMENTAL LABOR/MANAGEMENT COMMITTEES**

3

4 A. **Local Committees**

5

6 A Local Labor/Management Committee shall be established for each facility of the Department
7 of Human Services. Included on the Committee as representatives for the Appointing Authority
8 shall be a representative from the Commissioner's Office, the medical staff at the facility, and
9 the CEO or designee and representatives of the Association shall be a MNA staff
10 representative and up to four (4) nurses from the facility.

11

12 The Committee shall:

13

14 1. Discuss how nurses can identify quality of care issues.

15

16 2. Discuss how nurses can influence changes in policy and practices.

17

18 3. Identify mechanisms within the facility to recognize the full utilization of nurses' roles.

19

20 4. Adequate staffing.

21

22 The Committee shall meet at least once a month for a period of six months.

23

24 B. **Departmental Committee**

25

26 Within one month after the conclusion of the Local Labor/Management Committee meetings, a
27 Labor/Management Committee shall be established for the Department of Human Services.

1 The Committee shall consist of Department representatives from the Commissioner's office and
2 one from each facility and one Association representative from each facility as well as a MNA
3 staff representative. The Committee shall meet at least bi-monthly.

4

5 The Committee shall discuss issues raised at the Department of Human Services Local
6 Labor/Management Committees and other issues raised by Department Committee
7 representatives.

8

9 The objective of the Committee is to thoroughly discuss issues brought to the Committee and to
10 determine methods of resolution of these issues.

11

12 Association representatives shall be permitted to attend the Local and Department Committee
13 meetings without loss of pay. An Appointing Authority shall not incur overtime costs as a result of
14 nurse participation on the Committee(s) or as a result of coverage for the nurse's previously
15 assigned shift.

1 **APPENDIX I - DEPARTMENT OF HUMAN SERVICES - ALL INSTITUTIONS**

2

3

Article 1

4

No Layoff Agreement

5 **Section 1.**

6

7 This Agreement is made between the State of Minnesota and the various bargaining unit
8 representatives with respect to the restructuring of the State's health facility system and
9 opportunities which will be provided employees as change occurs.

10

11 This Agreement will become effective only if the Legislature substantially authorizes the policy and
12 funding necessary to implement the department's re-structuring plan.

13

14 The parties agree to the following terms in order to ensure that fair and equitable arrangements are
15 carried out to protect the interests of affected State employees under the re-structuring. These
16 terms shall be part of the Collective Bargaining Agreements between parties and shall be
17 implemented through the Master and Supplemental Agreements.

18

19 1. As a result of changes in the department's service delivery system, no person employed by
20 a State operated treatment center or nursing home except a temporary employee,
21 intermittent or emergency employee shall suffer a reduction in pay or be involuntarily laid
22 off. Hours of work of full-time unlimited employees shall not be involuntarily reduced. The
23 hours of work of part-time employees shall not be involuntarily reduced below their current
24 level of Employer paid insurance contributions.

25

26 Employees hired on or after November 1, 2005 shall retain only those rights provided for
27 under the normal separation procedures.

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Intermittent employees who are laid off shall retain rights under their normal separation procedures.

2. Reduction in employee numbers will be made through normal attrition and through the provisions detailed in the employee mitigation to layoff section of this agreement.

3. Nothing in the Agreement shall be interpreted as entitling an employee to lifetime employment or as protecting an employee against discharge for just cause.

4. Employees of the department who move to State operated community based facilities in accord with the re-structuring proposal will be guaranteed collective bargaining rights as applicable under M.S. 179A and other rights under M.S. 43A, M.S. 352, and M.S. 354.

5. Training and re-training of staff who, as a result of re-structuring, fill a position in a State operated community based facility, or staff who fill a position within a facility, or between facilities, will be the responsibility of the department. The department will make every reasonable effort to coordinate training and re-training with public institutions or postsecondary education.

6. Procedures for notifying employees affected by the re-structuring plans will be negotiated into the Collective Bargaining Agreements or supplemental agreements.

7. Any dispute concerning the interpretation, application or meaning, and relationship to the terms of the respective master or supplemental agreements must be resolved by the grievance/arbitration procedures of the appropriate agreements. The terms of the Memorandum are non-precedential.

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8. Every effort will be made to communicate openly and have common understanding between the State and labor organizations affected by the re-structuring plan, including the establishment of joint labor and management committees.

9. The terms of this Agreement for each facility extends until the completion of the re-structuring at that facility.

Section 2. Employee Mitigation to Layoff.

For employees whose positions will be eliminated by implementation of the department's re-structuring plan, a number of options will be offered. If an employee's position is to be eliminated, the following will be simultaneously presented to the employee:

- ◆ job and training opportunities;
- ◆ enhanced separation options;
- ◆ normal separation including recall rights.

Employees hired after November 1, 2005 and whose positions are eliminated will be provided with only those rights under the normal separation procedures including recall rights.

In order to reduce involuntary separations otherwise necessary, the most senior employee within a class shall be offered the choice of one of the available options before less senior employees. At the time an offer is made, the employee may select from the options available. Selection of the enhanced separation or normal separation packages preclude exercising any other option. The employee who selects from job and training opportunities [items 1.1 - 1.4] shall choose from all available job and training opportunities. Once such a selection has been made, the employee is

1 precluded from exercising another option from items 1.1 - 1.4 at a later time, unless the employee's
2 position is subsequently eliminated as a result of re-structuring. An employee who selected the job
3 and training opportunities shall be guaranteed one job and training opportunity within twelve (12)
4 months of selecting the job and retraining option.

5

6 **Section 3. Job and Re-training Opportunities.**

7

8 1.1 A position in the same or transferable class or as a promotion or demotion. The position
9 must be within the same employment condition and must be at the same or a higher
10 insurance contribution level.

11

12 1.2 A position which the parties agree can best be filled by upgrading existing staff and for
13 which the employer agrees to pay the cost of necessary training or certification.

14 Relocation expenses will be paid by DHS per the Master Agreement,

15

16 1.3 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in
17 pay) and the subsequent offer of that job within DHS or another State agency. Relocation
18 expenses will be paid by DHS per the Master Agreement,

19

20 1.4 A position at any State agency pursuant to the activation of M.S. 246.60 by the
21 Commissioner of Minnesota Management & Budget and Administration. Relocation
22 expenses will be paid by DHS per the Master Agreement.

23

24 An employee who refuses a job and training opportunity not requiring relocation waives his/her
25 right to enhanced separation. An employee who does not accept a job and training opportunity
26 requiring relocation shall be entitled to select the enhanced separation option or normal separation.

1 Employees who have not been offered a position within twelve (12) months of selecting the Job
2 and Retraining Option shall be offered Option 2, Enhanced Separation or Option 3, Normal
3 Separation.

4
5 Employees who selected the Job and Retraining Option prior to November 1, 2005 shall have their
6 twelve (12) month timeframe begin effective the November 1, 2005 date.

7

8 **Section 4. Enhanced Separation Package.**

9

10 2.1 Retirement, with Employer paid insurance benefits: The employee shall continue to
11 receive the Employer contribution toward health and dental insurance equal to one
12 hundred percent of the current annual contribution for themselves and their enrolled
13 dependents. DHS will absorb subsequent increases up to \$200. Increases beyond \$200
14 will be the employee's responsibility; or

15

16 2.2 In addition to benefits provided under Collective Bargaining Agreements, a one-time
17 enhanced payment not to exceed \$20,000 and not to exceed \$2,000 multiplied by the
18 number of years of State service. For employees selecting this option, the department
19 agrees not to contest any unemployment insurance determination; or,

20

21 2.3 In lieu of the one-time enhanced payment, tuition, fees, books, travel expenses, career
22 guidance, and related expenses at a public institution of post-secondary education, up to
23 the amount of the enhanced payment to which the employee would be entitled.

24

25 An employee electing the enhanced separation options waives his/her recall rights under the
26 Collective Bargaining Agreements.

27

1 **Section 5. Normal Separation Package.**

2

3 3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

4

5 **Article 2**

6

7 **Memorandum of Understanding - Implementation Procedures**

8

9 **Section 1. Non-Eligible Employees.**

10

11 1. The following types of employees are not governed by any of the terms of the
12 Memorandum of Understanding:

13

14 a. part-time and full-time temporary employees, including student workers and temporary
15 unclassified employees.

16

17 b. part-time and full-time emergency employees.

18

19 c. any permanent or probationary employee hired on or after November 1, 2005.

20

21 d. intermittent employees. However, such employees are eligible for the layoff and recall
22 provisions of the parties' Collective Bargaining Agreements except that the vacancy and
23 bumping options shall not be available to the employees. Layoff and recall provisions
24 include:

25

26 1. cash out of any existing accumulated vacation balance.

27 2. severance pay pursuant to the parties' Collective Bargaining Agreements.

- 1 3. placement on the layoff lists for the employment condition from which they were laid
2 off (intermittent).

3
4 **Section 2. Procedure.**

- 5
6 1. The Appointing Authority shall determine the position(s) in the classification or class
7 option, if one exists, employment condition and work location within the facility which is to
8 be eliminated by implementation of the Department's restructuring plan.
9
10 2. The Appointing Authority shall notify the exclusive representatives of the classification(s)
11 and number of positions to be eliminated within the timeframe and manner specified in
12 the applicable Collective Bargaining Agreement.
13
14 3. Provisional and emergency employees shall be terminated before the elimination of
15 positions of probationary or permanent employees in the same class and employment
16 condition within the facility.
17
18 4. The Appointing Authority shall post the position(s) by class (or class option), employment
19 condition, seniority unit, and work location that are to be eliminated for a minimum of
20 seven (7) calendar days electronically and/or on all employee bulletin boards where
21 employees in the facility in the class are stationed. When the seven (7) calendar day
22 posting requirement would be met on a Saturday, Sunday or holiday, the expiration date
23 of the posting shall be the day following the weekend or holiday.
24
25 5. Simultaneously with the above posting, the Appointing Authority shall post the list of
26 available jobs. During the seven (7) day posting period, employees may express a
27 willingness to be at risk. At the end of the seven (7) day period employees for whom a

1 desired option still exists shall be placed at risk and the employees shall indicate their
2 desire to select either mitigation to layoff options 1, 2, or 3. If the employee picks
3 mitigation to layoff option 1, the employee shall also notify the Personnel Office/Job
4 Center in writing of his/her specific job and training opportunity option/position. If the
5 employee picks mitigation to layoff option 2, the employee shall also notify the Personnel
6 Office/Job Center in writing of his/her choice of retirement with Employer contribution to
7 insurance, one-time enhanced payment, or educational payment. Designation of at-risk
8 employees and the awarding of available job and retraining opportunities shall be made in
9 seniority order within the affected classifications.

10
11 For employees represented by MAPE and MMA, "seniority" shall be defined as
12 Classification Seniority; for employees represented by MNA, "seniority" shall be defined
13 as Bargaining Unit Seniority; for employees represented by AFSCME, Council No. 5 AFL-
14 CIO, "seniority" shall be defined as State Seniority; and for employees represented by
15 SRSEA "seniority" shall be defined pursuant to Collective Bargaining Agreement between
16 the parties.

17
18 It is further understood that classifications which are recognized as part of a junior/senior
19 plan shall be treated as one classification for purposes of this Agreement.

- 20
21 6. At the end of the seven (7) day posting period, if no employee(s) has indicated his/her
22 desire to be declared "at-risk", the least senior employee(s) (as defined in #5 above) shall
23 be notified in writing by the Appointing Authority that he/she is declared to be "at-risk."
24 The employee shall provide written receipt of this notice to the Appointing Authority.

25
26 The written notice shall state that the employee may select one of the following employee
27 mitigation to layoff options:

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1) job and retraining opportunities

2) enhanced separation package

a. retirement, with Employer contribution to insurance

b. one-time enhanced severance

c. educational payment

3) normal separation package.

Within fourteen (14) calendar days of the receipt of such notice, the employee must notify the Personnel Office/Job Center in writing of his/her intent to select mitigation to layoff option 1, 2, or 3 and the specific option/position within the particular option. At the end of the fourteen (14) day period, the employee may not change the specific option/position that he/she previously selected. If the employee(s) fails to notify the Appointing Authority he/she shall be considered to have selected option 3 (normal separation package).

The job and retraining opportunities listing all available jobs and retraining options as determined by Minnesota Management & Budget active requisition list shall be posted in at least three (3) areas that are accessible to employees on all shifts. A copy shall also be provided to the applicable Local Union/Exclusive Representative. Upon request, the Appointing Authority and the exclusive representative shall meet and confer to develop posting procedures for areas of unique concern within a facility.

Upon the request of the employee, the employee shall receive an approximate calculation of the Employer paid contribution to insurance based upon his/her age eligibility, the one-

1 time enhanced payment/education payment; and/or separation benefits under the
2 applicable Collective Bargaining Agreement.

- 3
- 4 7. An employee who is away from his/her work location on assignment or approved vacation
5 in excess of seven (7) calendar days, may submit in writing an advance option selection,
6 if he/she wishes to exercise option 2 or option 3.

7

8 If an employee is on an approved leave of absence at the time his/her position is
9 determined to be "at-risk," the employee shall be notified by certified mail. A copy of such
10 notice shall also be sent to the Union/Local Union/Association office.

11

12 An employee on leave at the time his/her position is declared "at-risk" shall be given the
13 opportunity to select option 1, 2, or 3. If he/she selects option 1, the employee shall be
14 able to choose from available job and retraining options at the time his/her leave expires.
15 It is understood this does not prevent an employee from terminating his/her leave and
16 selecting a job and retraining option at the time he/she is declared "at-risk."

- 17
- 18 8. The Appointing Authority may, with the agreement of the Union/Local Union/Association
19 office, designate individual employees at risk out of order seniority.

- 20
- 21 9. If an employee selects the enhanced separation package or the normal separation
22 package, he/she shall be precluded from selecting a job and training opportunity.

- 23
- 24 10. An employee selecting the job and retraining opportunities may choose any of the
25 available options.

1 It is understood that all available job and retraining options may not be available to any
2 given employee depending upon the job and retraining option selected by another
3 employee. Employees may be asked to rank their order of preference of available jobs
4 and retraining options. The employee with the most seniority (as defined in #5 above)
5 shall receive his/her first preference. Subsequent job and retraining options shall be made
6 on the basis of seniority (as defined in #5 above).

7
8 11. Once an employee selects a particular job and retraining opportunity option, the
9 employee is precluded from exercising another job and retraining opportunity option at a
10 later time, unless the employee's position is subsequently eliminated as a result of the
11 Department's restructuring plan (e.g., an employee from one Regional Treatment Center
12 accepts a position at another Regional Treatment Center and the employee's position at
13 the RTC is subsequently eliminated because of the Department's restructuring plan).

14
15 12. An employee who refuses a job and retraining opportunity option that is within a
16 reasonable commuting distance shall not be eligible for an enhanced separation package
17 option. The employee who refuses such a job and retraining opportunity shall be laid off
18 pursuant to the applicable Collective Bargaining Agreement. The parties may negotiate
19 changes to the vacancy and bumping options in the applicable Collective Bargaining
20 Agreement for such employees at other facilities at a later time.

21
22 **Section 3. Job and Retraining Opportunities.**

23
24 1. The availability of positions shall be based upon the Minnesota Management & Budget's
25 "active requisition" list.

1 Employees who are interested in a vacancy shall have the claim to that position made by
2 their current Personnel Director/Job Center.

3

4 2. An employee who selects the job and retraining opportunities option shall be offered one
5 job and retraining opportunity within twelve (12) months of selecting the job and retraining
6 option.

7

8 Employees who have not been offered a position within twelve (12) months of selecting
9 the Job and Retraining Option shall be offered Option 2, Enhanced Separation or Option
10 3, Normal Separation.

11

12 3. All positions shall first be posted pursuant to the applicable Collective Bargaining
13 Agreement. If, at the time the position is posted there is a qualified "at risk" employee in
14 the same employment condition, expressions of interest will be limited to employees in
15 the same employment condition and insurance contribution level. However, the parties
16 may negotiate at a later time changes in the procedures for filling positions in State
17 Operated community based residential or day habilitation services or positions in the
18 technical support group for these services.

19

20 4. Positions to be offered will be:

21

22 ♦ in a same or transferable class, or

23 ♦ as a promotion or demotion,

24 ♦ in the same employment condition, and

25 ♦ at the same or a higher insurance contribution level

26

1 5. The covered expenses for employees who receive relocation allowances shall be
2 pursuant to the applicable Collective Bargaining Agreement.

3
4 The parties may negotiate changes to the eligibility for relocation expenses in the
5 applicable Collective Bargaining Agreement for employees at other facilities at a later
6 time.

7
8 6. An employee who transfers within the same class or receives a job offer as a demotion to
9 a different class shall receive no salary adjustment. An employee who transfers between
10 classes shall receive the minimum adjustment necessary to bring his/her salary within the
11 range of the new class. However, for either a transfer or a demotion (obtained as a job
12 offer), an employee receiving a rate of pay in excess of the range maximum shall
13 continue to receive that rate of pay.

14
15 An employee who is promoted is entitled to a salary adjustment as defined in the
16 Collective Bargaining Agreement.

17
18 7. The Department shall supply the exclusive representatives with a list of possible positions
19 for which an employee could qualify with up to 160 hours training. Upon the request of an
20 exclusive representative the Department shall meet with the exclusive representative to
21 discuss the determinations. Such training shall be on State time and be paid for by the
22 Department.

23
24 8. An employee may agree to accept a position in a different employment condition and the
25 employee shall be considered in such employment condition for purposes of the
26 applicable Collective Bargaining Agreement. In this situation, the employee shall be
27 considered to have been offered a job in the same employment condition.

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9. If the Commissioners of Minnesota Management & Budget and Administration determine to activate the provisions of M.S. 246.60, the Department of Human Services shall discuss its implementation with the exclusive representatives.
10. An employee who accepts a position at another State Agency may be required to serve a probationary period pursuant to the applicable Collective Bargaining Agreement. An employee who accepts a position within the Department of Human Services shall not be required to serve a probationary period if he/she accepts a position in a classification in which he/she has previously and successfully completed a probationary period.
11. An employee who accepts a position in a new class or who has transferred and is required to serve a probationary period shall have a trial period pursuant to the applicable Collective Bargaining Agreement. However, if the employee elects to return to his/her former position, the employee shall not be allowed to select another option under job and retraining opportunities under the Memorandum of Understanding and the normal separation package shall apply.
12. Notwithstanding #10 in the Procedure section, an employee who is non-certified shall be eligible to select from mitigation to layoff options 2 or 3 pursuant to the procedures described in this Agreement.
13. Employees who have been declared at-risk shall be allowed up to one hundred and sixty (160) hours of paid leave to improve their employment skills and/or to interview for job and retraining opportunities:
- a) up to forty (40) hours as initiated by the employee,

- 1 b) up to forty (40) hours as initiated by the employee, submitted fourteen (14) days in
2 advance, and not unreasonably denied by the supervisor, and
3 c) eighty (80) hours at the discretion of the Appointing Authority.

4
5 For b) and c) above, an expedited appeal process is available to employees who believe
6 their requests have been unreasonably denied.

7
8 The Appointing Authority may require confirmation of the occurrence of such interviews or
9 skill improvement opportunities. The employee shall not be eligible for expenses.

10
11 **Section 4. Enhanced Separation Package.**

12
13 An employee who selects the enhanced separation package option may select option 2.1, if
14 eligible, option 2.2 or 2.3.

15
16 2.1 Retirement; with Employer paid insurance benefits as negotiated under chapter 605
17 (1988 session laws). The employee shall continue to receive the Employer contribution
18 toward health and dental insurance equal to one hundred percent of the current annual
19 contribution for themselves and their enrolled dependents. DHS will absorb subsequent
20 increases up to \$200.

21
22 Increases beyond \$200 will be the employee's responsibility.

23
24 Employees who elected the employer paid insurance benefits prior to November 1, 2005
25 will continue to receive one hundred percent of the Employer contribution toward health
26 and dental insurance regardless of rate increases.

1 Employees shall receive the following:

2

3 1. Severance Pay

4

5 a. As provided for in the applicable Collective Bargaining Agreement.

6

7 2. Accumulated Vacation

8

9 a. As provided for in the applicable Collective Bargaining Agreement

10

11 3. Employer Contribution to Health and Dental Insurance Premiums

12

13 a. An employee shall be eligible for the Employer contribution to health and dental
14 insurance premiums if the employee meets the following conditions:

15

16 i. has not yet attained the age of sixty-five (65); and terminates active
17 employment in State service and is eligible and applies for a retirement annuity

18 ii. has three (3) or more years of continuous service.

19

20 b. An employee shall be eligible to receive the contribution toward the Employer paid
21 health and dental insurance premiums to which he/she was entitled at the time of
22 retirement.

23

24 The employee shall continue to receive the Employer contribution toward health
25 and dental insurance equal to one hundred percent of the current annual
26 contribution for themselves and their enrolled dependents. DHS will absorb
27 subsequent increases up to \$200.

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Increases beyond \$200 will be the employee's responsibility.

- c. An employee is no longer eligible for the Employer contribution to health and dental insurance premiums with the first occurrence of any of the following:
 - i. at the end of month in which the retired employee attains the age of sixty-five (65); or
 - ii. at the end of the month in which the retired employee chooses not to receive an annuity; or
 - iii. the retired employee is eligible for Employer-paid health insurance from a new employer.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

2.2 In addition to benefits provided under Collective Bargaining Agreements, a one time enhanced payment not to exceed \$20,000 and not to exceed \$2,000 multiplied by the number of years of state service. For employees selecting this option, the Department agrees not to contest any unemployment insurance determination.

Employees shall receive the following:

1. Severance Pay

- a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

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2. Accumulated Vacation

- a. As provided for in the applicable Collective Bargaining Agreement.

3. Employer Contribution for Insurance

- a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

4. A one time enhanced payment not to exceed \$20,000 and not to exceed \$2,000 multiplied by the number of years of State service.

- a. The employee's number of years of State service shall be defined as the length of employment with the State of Minnesota since the last date of hire.

5. Unemployment Insurance

- a. The Department of Human Services shall not contest any unemployment insurance determination.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

2.3 In lieu of the one time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the employee would be entitled.

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Employees shall receive the following:

1. Severance Pay

- a. As provided for in the applicable Collective Bargaining Agreement

2. Accumulated Vacation

- a. As provided for in the applicable Collective Bargaining Agreement

3. Employer Contribution for Insurance

- a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

4. Payment for tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the one time enhanced payment to which the employee would be entitled.

The Department in consultation with the exclusive representatives shall develop policies and procedures to implement the above provision.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

Section 5. Normal Separation Package.

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Employees shall receive the following:

1. Severance Pay

a. As provided for in the applicable Collective Bargaining Agreement.

2. Accumulated Vacation

a. As provided for in the applicable Collective Bargaining Agreement.

3. Employer Contribution for Insurance

a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

For the Union:

For the Employer:

Linda Lange
Business Representative
Minnesota Nurses Association

Tudy Fowler
Labor Relations Manager
Department of Human Services

Bev Hall

Sandi Blaeser

1 Business Representative

Labor Relations

2 Minnesota Nurses Association

Department of Finance & Employee Relations

3

4

5

6 Mark Gilbertson, RN

7 MNA Representative

8

9

10

11

Date

1 **APPENDIX J - STATE UNIVERSITY SYSTEM**

2
3 **Tuition Waiver**
4

5 There shall be available to nurses of the MnSCU System a tuition waiver as set forth below. The
6 Association shall have the choice whether to participate in this waiver or not. The parties agree
7 that should the Association attempt to expand this tuition waiver beyond nurses of the MnSCU
8 System, the waiver shall immediately cease.

9
10 Full-time unlimited and seasonal, and part-time unlimited and seasonal nurses, upon completion of
11 three (3) consecutive years of service in a Technical College or the MnSCU System, shall be
12 entitled to enroll in credit courses on a "space available" basis without payment of tuition. Such
13 enrollment shall not exceed twenty (20) semester credits for a year, running from fall semester
14 through summer session.

15
16 The nurse will pay the applicable fees.

- 17
- 18 1. Nurses at the State University shall have tuition waived at any State University.
 - 19
 - 20 2. Nurses at the Technical, Community or Co-located College shall have tuition waived at any
21 Technical, Community or Co-located College.
 - 22
 - 23 3. Nurses of MnSCU Office of the Chancellor shall have this tuition waiver apply and must take a
24 one-time choice of 1 or 2 as stated above.
 - 25
 - 26 4. The nurse's spouse or dependent child(ren) may share this tuition waiver not to exceed sixteen
27 (16) credits.

1

2 The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate
3 program.

4

5 The terms of this appendix shall become effective the first semester following the approval of this
6 Agreement by the Joint Sub-committee on Employee Relations.

1 **APPENDIX K**

2

3 DATE: November 3, 1989

4

5

6 TO: Department of Human Services Facilities

7 Minnesota Veterans Home Facilities

8

9 FROM: Nancy Arneson McClure /s/

10 Deputy State Negotiator

11

12 PHONE: 296-2599

13

14 RE: Overtime Assignments for Registered Nurses

15

16

17 During the 1989-91 negotiations between the State and the Minnesota Nurses Association, the
18 nurses raised an issue regarding assigning (also known as "mandating" or "inversing") registered
19 nurses to cover overtime when the overtime was initially offered to an LPN, and there were no LPN
20 volunteers. We agreed with the MNA to communicate to facilities how this situation should be
21 handled.

22

23 Once management has determined which job class(es) will perform an overtime assignment,
24 management must assign the overtime to a qualified employee in that class(es) if there are no
25 volunteers. For example, if you determine that an LPN overtime assignment is necessary, you
26 offer the overtime to qualified LPNs (this may include LPNs and LPN Srs). If no LPNs volunteer for
27 the overtime, you may ask for RN volunteers. However, if you have no RN volunteers, and must

1 assign the overtime, the assignment must be made to a qualified LPN. An exception to this would
2 occur in the rare circumstance in which no qualified LPN is available for the overtime assignment.

3

4 In no case should you combine classes covered by MNA and other contracts when offering or
5 assigning overtime.

6

7 If you have any questions, please contact your Personnel or Labor Relations Director.

8

1 December 23, 1991

2

3

4 Mr. Robert Wiesner

5 MN Nurses Association

6 1295 Bandana Blvd. No.

7 Suite 140

8 St. Paul, Minnesota 55108-5115

9

10 Dear Bob:

11

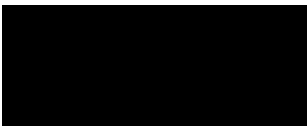
12 As a result of the 1993-95 negotiations with the Minnesota Nurses Association, the Employer
13 agrees that when an Appointing Authority initiates a reorganization planning process or
14 management study which may result in a layoff of MNA Bargaining Unit Employees, the Appointing
15 Authority will meet and confer with the Association during the planning phase and again during the
16 implementation phase.

17

18 Thank you for your cooperation in this matter. If you have any questions, please contact me.

19

20 Sincerely,

21 

22 Paul Larson

23 Labor Relations Representative

24

1 September 7, 1999

2

3

4 Linda Lange

5 Staff Specialist

6 Minnesota Nurses Association

7 1295 Bandana Blvd. North, Suite 140

8 St. Paul, MN 55108-5115

9

10 Dear Linda:

11

12 During the 1999-01 round of bargaining between the Minnesota Nurses Association and the State
13 of Minnesota, the parties discussed the subject relating to nurses who are injured during the
14 course of their duties while at work.

15

16 Because of the limited amount of time available during bargaining and the number of issues
17 relating to this matter, the Department of Finance & Employee Relations has agreed to meet and
18 confer with you within 90 days after the legislative ratification of the 99-01 agreement. The
19 purpose of the meet and confer will be to determine what information will be gathered for the
20 purpose of conducting a study on nurses who are injured while on duty and to compare those
21 results with other state employees in like situations.

22

23 It is further agreed that the results of this study will be presented to the parties in preparation for
24 the 01-03 round of bargaining.

25

26 On behalf of the State of Minnesota, I look forward to working with you.

27

1 Sincerely



2

3 Paul Larson

4 Assistant State Negotiator

5 Labor Relations/Compensation Division

6 (651) 296-8274

7

8 PL:dm/l-lange

9

1 July 25, 2007

2

3

4 Linda Lange

5 Staff Specialist

6 Minnesota Nurses Association

7 1625 Energy Park Drive

8 St. Paul, MN 55108

9

10 Dear Linda:

11

12 This letter is in response to some of the organizational changes which have occurred in the State's
13 Employee Assistance Program. As such, the information in this letter will place the April 13, 2004
14 letter signed by Sandi Blaeser, Labor Relations Representative, Principal. I am also in agreement
15 that this letter can be included in Appendix N of the 2007-2009 Agreement between the State of
16 Minnesota and the Minnesota Nurse's Association.

17

18 **Introduction**

19

20 As a result of the 2007-2009 negotiations with the Minnesota Nurses Association, the parties
21 agreed that nurses should be encouraged to contact the Employee Assistance Program (EAP)
22 whenever they have personal, emotional or psychological concerns impacting the workplace. A
23 nurse's access to EAP is not limited to the period of employment, but extends sixty (60) days
24 beyond separation from State service. In the event that a nurse finds himself/herself subject to
25 professional review, investigation or discipline, including termination, he/she may wish to utilize the
26 services of EAP.

27

1 **How to Access EAP Service**

2

3 EAP can be accessed by phone at:

4

5 Metro: 651-259-3840 or

6 Statewide (toll free): 800-657-3719

7

8 Information about EAP can also be accessed on the web at

9

10 <http://mn.gov/mmb/seqip/health-solutions/employees/eap/index.jsp>

11

12 EAP phones are answered twenty-four (24) hours a day by trained EAP counselors, both
13 psychologists and social workers. Counselors assess the nurse' situation over the phone and
14 provide on the spot counseling and/or make referrals. All communications with EAP are
15 confidential. The EAP service is free to all State employees (and former employees who contact
16 EAP within six (6) months of separation from State service).

17

1 Page 2

2 July 25, 2007

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4

5 **Counseling/Referral Services Provided**

6

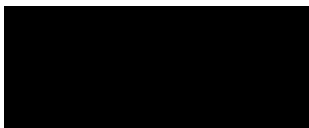
7 If a nurse would like to meet with an EAP counselor in person, or this would be the most
8 appropriate service, there are EAP counselors (contracted provider) in nearly 50 locations around
9 Minnesota. EAP will assist a nurse in finding a counselor that is most convenient, close to home or
10 the nurse's work location. In consultation with the nurse, the EAP may also refer a nurse to MNA
11 for contractual issues, to health care providers in their insurance plan, to community services, to
12 attorneys or the appropriate State agency or personnel office.

13

14 If you have any questions about EAP, please feel free to contact me. As we discussed during
15 negotiations, the content of this letter is neither grievable nor arbitrable.

16

17 Sincerely,

A black rectangular redaction box covering the signature of Paul Larson.

18

19 Paul Larson

20 Deputy Commissioner

21 Labor Relations/Compensation Division

22 (651) 259-3770

23

24 PL:car

25

1 April 25, 2004

2

3

4 Linda Lange

5 Staff Specialist

6 Minnesota Nurses Association

7 1625 Energy Park Drive

8 St. Paul, MN 55108

9

10 Dear Linda:

11

12 During the 2003-2005 round of negotiations, the Employer agreed to include a letter of explanation
13 regarding "Loudermill hearings," also known as "pre-deprivation meetings."

14

15 **Introduction**

16

17 The term "Loudermill Hearing" stems from a 1985 United States Supreme Court case, Loudermill v.
18 Cleveland Board of Education, 470 U.S. 532 (1985). In that case, the court held that non-
19 probationary civil servants had a property right to continued employment and such employment
20 could not be denied to employees unless they were given an opportunity to hear and respond to
21 the charges against them prior to being deprived of continued employment. Since the time that
22 case was decided, certain other courts of law have held that the right to hear and respond to the
23 charges extends not just to denials of continued employment, but to denials of continued
24 employment at the current rate of pay. Thus, State agencies offer this pre-deprivation hearing or
25 Loudermill hearing in cases of discharge, demotion and unpaid suspension of non-probationary
26 classified employees, including nurses represented by MNA.

27

1 **Corresponding Contract Language**

2

3 The MNA contract with the State of Minnesota includes language in Article 15, Section 2B that
4 provides for Association representation at a Loudermill (pre-deprivation) hearing only in the case of
5 discharge. However, if a nurse requests an Association representative at a Loudermill (pre-
6 deprivation) hearing for demotion or unpaid suspension, such request should be granted. The
7 contract language also indicates that the right to a Loudermill (pre-deprivation) hearing expires “at
8 the end of the next scheduled work day of the nurse after the notice of discharge is delivered to the
9 nurse, unless the nurse and the Appointing Authority agree otherwise.” Article 15, Section 2B.

10 The language further states that:

11

12 “The discharge shall not become effective during the period when the meeting may occur. The
13 nurse shall remain in pay status during the time between the notice of discharge and the
14 expiration of the meeting. However, if the nurse was not in pay status at the time of the notice
15 of discharge, the requirement to be in pay status shall not apply.” Article 15, Section 2B.

16

17 While the contract language applies specifically to discharges, the same process should occur in
18 cases of demotion or unpaid suspension.

19

20 **Concerns Raised by the Association**

21

22 The Association raised several concerns regarding Loudermill (pre-deprivation) hearings during
23 negotiations:

24

1 Page 2

2 April 15, 2004

3

4

5 **A. Scheduling of Hearing**

6

7 One of the concerns raised was in regards to hearings that may be conducted at a time in
8 which a nurse might reasonably be sleeping either in recovery from or anticipation of work, or
9 immediately following working a night shift. In the event a hearing is scheduled during any of
10 these times, the nurse may request a different meeting time and the Appointing Authority must
11 have a legitimate business reason for denying such a request.

12

13 **B. Loudermill (Pre-Deprivation) Hearing NOT Part of the Grievance Process**

14

15 Another concern raised by the Association was confusion by nurses that the Loudermill (pre-
16 deprivation) hearing constituted a step in the grievance procedure. The Employer agrees with
17 the Association that a Loudermill (pre-deprivation) hearing is not a step in the grievance
18 procedure. In order to grieve a discipline, a nurse must pursue that grievance separately from
19 the Loudermill (pre-deprivation) hearing.

20

21 **C. Association Representation at Hearing**

22

23 The Association was also concerned about release time for Association representatives
24 attending a Loudermill (pre-deprivation) hearing. As stated earlier, the MNA contract extends
25 the right to Association representation at the Loudermill (pre-deprivation) hearing only in the
26 case of discharge. However, in the event a nurse requests Association representation at a
27 hearing in the case of either demotion or unpaid suspension, the request should be granted.

1 Association representatives attending a Loudermill (pre-deprivation) hearing do so at no loss of
2 pay. This means that representatives attending a hearing with a nurse during the
3 representative's work hours will receive pay during the hearing. A representative attending a
4 hearing with a nurse during the representative's non-work hours shall not receive pay during
5 the hearing.

6
7 **D. Results of Hearing**

8
9 Lastly, the Association voiced concern about the results of a Loudermill (pre-deprivation)
10 hearing. After having heard the nurse's response to the charges against him/her, the
11 Appointing Authority should inform the nurse, either orally or in writing, by the end of the day on
12 which the Loudermill (pre-deprivation) hearing took place, of the results of the hearing. In the
13 event no response is made, the disciplinary action remains and the nurse may choose to
14 pursue a grievance.

15
16 As discussed in negotiations, the content of this letter is neither grievable nor arbitrable. If you
17 have any questions about this information, please feel free to contact me.

18
19 Sincerely,

20 

21 Sandi Blaeser

22 Labor Relations Representative, Principal

23 Labor Relations/Compensation Division

24 (651) 297-7798

25
26 SB:can

1 April 22, 2009

2

3

4 Linda Lange

5 Staff Specialist

6 Minnesota Nurses Association

7 1625 Energy Park Drive

8 St. Paul, MN 55108

9

10 Dear Linda:

11

12 The insurance article reflects the changes in benefits and structure that will impact the State life,
13 health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009 through
14 June 30, 2011 MNA contract. In addition to the final language of the articles, the parties also
15 agreed on the following:

16

17 1. The State will explore, through a collaborative work group including representatives from MMB
18 and the Joint Labor-Management Committee on Health Plans, on the following concepts:

19

20 a. The agreement's definitions of dependents in contradistinction to the definitions
21 promulgated by the Department of Commerce.

22

23 b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan to
24 return to the SEGIP plan.

25

1 c. The costs and administrative complexities regarding waiving office visit copayments or
2 coinsurance for treatment for chronic conditions, repeat appointments, medication follow-
3 ups, and lab work.

4
5 2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of
6 Minnesota Advantage Health Plan Benefit Level Two health care network determination.

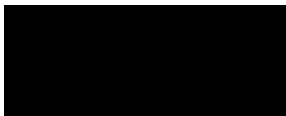
7
8 3. The State will offer a \$125 HRA to all Advantage contract holders during the 2011 plan year.

9
10 4. Finally, there will be an open enrollment for employees and spouses who currently have
11 optional life insurance, based on the amount the individual currently has in force, as follows:

<u>Now insured for:</u>	<u>May add:</u>
\$ 5,000 to \$39,999	\$ 5,000
\$ 40,000 to \$59,999	\$10,000
\$ 60,000 to \$79,999	\$15,000
\$ 80,000 to \$99,999	\$20,000
\$100,000 or more	\$25,000

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21 Employees must be actively at work and spouses must not be hospitalized in order for the change
22 in insurance to take place.

23
24 Sincerely,

25 

26 Paul A. Larson

1 State Negotiator



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October 29, 2013

Lonna Jean Schmidt Nelson
Staff Specialist
MN Nurses Association
345 Randolph Avenue
Suite 200
St. Paul, MN 55102

Dear Lonna:

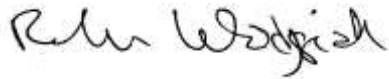
During the negotiations for the 2013-2015 collective bargaining agreement, the Employer and the MN Nurses Association had discussions about employee misconduct investigations initiated by the Appointing Authority.

The Employer agrees that as a best human resource practice, nurses who are the subject of an employee misconduct investigation should be promptly advised of the conclusion and outcome of the investigation(s) when those investigations are completed. Nurses should be advised if the allegations were substantiated or not.

1 If the Minnesota Nurses Association becomes aware of any problems with Appointing Authorities
2 neglecting to advise its members of the status of investigations of which they are the subject,
3 please contact us to ensure such problems are resolved promptly. The Employer agrees that
4 nurses who are the subject of an employment misconduct investigation initiated by the Appointing
5 Authority should be notified of the conclusion of the investigation.

6

7 Sincerely,



8

9 Rebecca Wodziak

10 Labor Relations Representative Principal

11 [400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155](#)

12 [Voice: \(651\) 201-8000 • Fax: \(651\) 296-8685 • TTY: MN Relay 711](#)

13 [An Equal Opportunity Employer](#)



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DATE: August 15, 2014

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Marcy Cordes, Assistant Commissioner/State Negotiator
Labor Relations Division

A handwritten signature in cursive script that reads "Marcy Cordes".

RE: Further Expansion of Sick Leave Benefits

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

- Adult children
- Spouse
- Brother or Sister
- Parent
- Stepparent
- Grandparent

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

4

- 5 • Grandchild
- 6 • Father-in-law
- 7 • Mother-in-law

8

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

12

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

16

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

19

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

21

22 [400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155](#)

23 [Voice: \(651\) 201-8000 • Fax: \(651\) 296-8685 • TTY: MN Relay 711](#)

24

[An Equal Opportunity Employer](#)



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October 1, 2015

Lonna Jean Schmidt-Nelson

Labor Relations Specialist

MN Nurses Association

345 Randolph Avenue

Suite 200

St. Paul, MN 55102

Dear Lonna:

During the negotiations for the 2015-2017 collective bargaining agreement between the Minnesota Nurses Association and the State of Minnesota, the parties discussed the subject of charge nurse responsibilities/assignment. It was agreed that the Department of Human Services and Department of Veterans Affairs will share and discuss the guidelines used to determine who in their respective agencies are eligible for charge nurse pay. This will occur during separate meet and confers. These meet and confers will be scheduled within four (4) months of the conclusion of bargaining.

Sincerely,

1



2

3

4 Joy Hargons

5 Labor Relations Consultant 4

6

7

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155

8

Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: MN Relay 711

9

An Equal Opportunity Employer

1 **APPENDIX L**

2

3 ~~The following is a link to the MMB website "Statewide Policy on FMLA" and "Frequently Asked~~
4 ~~Questions": <http://mn.gov/mmb/images/1409-pdf.pdf>. The Statewide Family and Medical Leave
5 Act (FMLA) Policy, Procedure and General memo are available online at <http://www.mn.gov/mmb>.~~

6

7 ~~This~~The policy, procedure and general memo are subject to change by the Employer and ~~is are~~ not
8 grievable or arbitrable under this Collective Bargaining Agreement.

1 **APPENDIX M**

2
3 **MEMORANDUM OF UNDERSTANDING**

4 **between the**

5 **STATE OF MINNESOTA**

6 **and**

7 **MINNESOTA NURSES ASSOCIATION**

8 **Regarding Scheduling of Work**

9
10 This Memorandum of Understanding is made by and between the Minnesota Nurses Association
11 and the State of Minnesota, this 4th day of September 2002, to resolve the issues relating to
12 scheduling of the hours of work for Nurse Evaluators in the Licensing and Certification Program of
13 the Minnesota Department of Health.

14
15 WHEREAS, the parties hereto desire to resolve these matters under the following conditions:

- 16
17 1. Each nursing home/boarding care home and each ICF/MR survey must have early
18 morning and evening onsite observation time as stated in the federal State Operations
19 Manual (SOM). In planning the survey schedule, Nurse Evaluators and the supervisor
20 shall make provisions for this coverage:

21
22 **Nursing Home/Boarding Care Surveys**

23 ***Morning Observation Periods***

24
25 Each nursing home/boarding care home survey shall have onsite observation periods of
26 at least one (1) hour between 6AM and 8AM for every 36 hours of estimated survey time
27 (preparation, onsite, travel, and documentation time), rounded to the nearest whole hour.

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Evening Observation Periods

Each nursing home/boarding care home survey shall have onsite observation periods of at least two (2) hours between 6PM and 9PM for every 36 hours of estimated survey time (preparation, onsite, travel, and documentation time), rounded to the nearest whole hour. Of the required evening observation time, every team shall conduct evening observations on more than one (1) day of the survey, at two facilities each month.

ICFs-MR Surveys

Each ICF-MR survey shall have onsite observation periods of at least one (1) hour between 6AM and 8AM and at least two (2) hours between 6PM and 9PM.

2. The Survey Team, subject to final approval by their supervisor, shall schedule the work for the team, including time to prepare the draft survey schedule.

1 Page 2
2 Scheduling MOU
3 September 2002

4
5

6 **Draft Survey Schedule**

7

8 Each Survey Team shall complete a draft monthly survey schedule no later than the 1st of
9 each month, prior to the month scheduled (for instance, by July 1st for the August survey
10 schedule) that identifies the surveyor, the surveyor's planned hours of work by date,
11 consistent with the scheduling requirements of this MOU. Schedules will be planned
12 according to the estimated survey hours or the number of survey hours anticipated to be
13 available to conduct the survey.

14

15 Hours of work shall be set to maximize observation time and to provide an opportunity for
16 the team members to interact with one another. The supervisor will review the draft
17 schedule and will consult with the team if the schedule cannot be approved as presented.

18

19 **Schedule Adjustments**

20

21 On the first day of the survey, the team will finalize the details of the survey and confirm
22 or change schedules as necessitated by the survey process and the actual number of
23 survey hours available for the survey. Survey hours are defined as the total of the
24 number of hours each surveyor assigned to the survey is available to work on each day of
25 the survey.

26

1 Any adjustments to the survey schedule must be consistent with the SOM and this MOU.
2 It is the responsibility of the Survey Team leader to keep the supervisor informed of any
3 changes in the hours of work for each surveyor. The supervisor must approve all
4 changes.

5
6 3. Nurse Evaluators may start before 6:00AM only upon prior approval by the supervisor.

7
8 4. The normal work period shall consist of eight (8) hours. Nurse Evaluators, with the
9 agreement of their supervisor, may be scheduled for up to ten (10) hour shifts. It is not
10 the intent to have surveyors consistently work four-day workweeks. The decision to
11 approve a work shift of up to ten (10) hours will be based on efficiency in completing the
12 survey, on adequate survey coverage for the week, and survey outcomes. If there is
13 need for the surveyor to work more than ten (10) consecutive hours, it must be approved
14 in advance by the supervisor

15
16 5. The Association and the State agree to waive Article 4, Section 9, **Work Schedules**, for
17 Nurse Evaluators in the Licensing and Certification Program.

18
19 6. Nurse Evaluators who work beyond their established shift shall be paid overtime at the
20 appropriate rate. Such overtime will be subject to Section 8, **Compensatory Bank**, of the
21 Agreement. The Appointing Authority agrees to establish a Compensatory Bank of not
22 more than eighty (80) hours. All hours worked beyond the established eighty (80) hours
23 shall be paid in cash at the hourly rate of pay of that Nurse Evaluator. The supervisor
24 must approve all changes in scheduled hours that would result in overtime/comp time or
25 the payment of shift differential.

1 Page 3

2 Scheduling MOU

3 September 2002

4

5

6 7. Each Survey Team must work 5 staggered surveys per federal fiscal year (October 1
7 through September 30). Staggered surveys are nursing home surveys that start (1) on a
8 weekend; (2) start before 7:00AM; or (3) start after 6:00PM. Each Survey Team must
9 schedule one survey from each category and two additional surveys from any category.
10 The supervisor, in consultation with the Survey Team, will designate facilities that are
11 appropriate for staggered survey work.

12

13 8. In the Twin City metropolitan area, Survey Teams will be divided into two geographic
14 areas to create an East Metro Survey Area and a West Metro Survey Area. The
15 Mississippi River is the approximate North/South dividing line between these two areas.
16 It is the goal of the Minnesota Department of Health to assign nurses to the East or the
17 West Metro Survey Areas based on the preference of the nurse. It is the goal of the
18 Minnesota Department of Health to assign 75% of the work for each team during each
19 federal fiscal year (Oct 1 to September 30) in the designated geographic area for the
20 team.

21

22 9. The Minnesota Department of Health will maintain a database of all early morning and
23 evening observation hours. Reports from the database will be made available to the
24 Minnesota Nurses Association upon request.

25

26 10. This Memorandum of Understanding shall be posted on the Minnesota Department of
27 Health intranet site to ensure Nurse Evaluators have ready access to this document.

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11. The provisions of this Memorandum of Understanding shall begin upon ratification and shall be in effect for an indefinite period. The parties agree to meet and confer in an effort to resolve any problems that may arise with this agreement. If the meet and confer cannot resolve the issues, either party reserves the right to terminate this Agreement by providing sixty (60) days written notice to the other party.

12. Nurses who have a disagreement as to the interpretation or application of this Memorandum of Understanding are encouraged to attempt to resolve the disagreement on an informal basis with their immediate supervisor. If the matter cannot be resolved to the nurse's satisfaction, it may be processed in accordance with the Article 15, **Grievance Procedure**, of the Agreement.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Beverly Hall
Staff Specialist

Harry Carlson /s/
Labor Relations Representative

1 **APPENDIX N**

2
3 **MEMORANDUM OF UNDERSTANDING**

4 **between the**

5 **STATE OF MINNESOTA**

6 **and**

7 **MINNESOTA NURSES ASSOCIATION**

8
9 **Regarding Compensated Travel Time**

10
11 This Memorandum of Understanding is made by and between the Minnesota Nurses Association
12 (MNA) and the State of Minnesota, this _____ day of ~~September 2002~~ October, 2015.

13
14 This Memorandum of Understanding applies exclusively to nurses represented by MNA who are
15 employed in the Facility and Provider Compliance Division of the Minnesota Department of Health.
16 It pertains exclusively to compensation for time spent in travel and shall have no effect whatsoever
17 upon automobile or other travel expense reimbursement. No effect upon travel expense
18 reimbursement is implied, and the parties expressly agree that no such inference shall be drawn
19 from this memorandum.

20
21 Travel time between a nurse's residence and the nurse's permanent work location shall not be
22 considered compensated travel time under any circumstance.

23
24 The following counties comprise the seven-county metro area: Anoka, Dakota, Hennepin,
25 Ramsey, Scott, Washington, and Wright.

26
27 **Computation of Compensated Travel Time**

1 When a nurse working in the Licensing and Certification Program, Office of Health Facility
2 Complaints, or Home Care and Assisted Living, leaves his or her residence to commute directly to
3 a temporary work location at the beginning of the work day or commutes from a temporary work
4 location directly to his or her residence at the end of the work day, he or she shall be compensated
5 for travel time for any miles to/from the temporary work location which are in excess of 20 miles
6 from the nurse's permanent work location. The survey team and the supervisor shall determine the
7 distance from the office to the health care facility/provider based on highway maps, known best
8 routes or internet based mileage calculators.

9
10 In computing the time that will be compensated, the mileage in excess of 20 miles to/from the
11 permanent work location to the temporary work location will be multiplied by 2 minutes per mile for
12 travel within the seven county metro area and multiplied by 1.5 minutes per mile for travel outside
13 the seven county metro area.

14
15 ***Twin Cities Metropolitan Area:***

16
17 ~~When a nurse working in the Licensing and Certification Program or the Office of Health Facility~~
18 ~~Complaints, assigned to a Twin City metropolitan area permanent work location, leaves his or her~~
19 ~~residence to commute directly to a temporary work location at the beginning of the work day or~~
20 ~~commutes from a temporary work location directly to his or her residence at the end of the work~~
21 ~~day, he or she will be compensated for travel time for any miles to/from the temporary work~~
22 ~~location which are in excess of 20 miles from the nurse's permanent work location. The survey~~
23 ~~team and the supervisor shall determine the distance from the office to the health care~~
24 ~~facility/provider based on highway maps, known best routes or Internet based mileage calculators.~~
25 ~~In computing the time that will be compensated, the mileage in excess of 20 miles to/from the~~
26 ~~permanent work location to the temporary work location will be multiplied by 2 minutes per mile.~~

27

1 ***Greater Minnesota:***

2

3 ~~When a nurse working in the Licensing and Certification Program or the Office of Health Facility~~
4 ~~Complaints, assigned to a Greater Minnesota permanent work location, leaves his or her residence~~
5 ~~to commute directly to a temporary work location at the beginning of the work day or commutes~~
6 ~~from a temporary work location directly to his or her residence at the end of the work day, he or she~~
7 ~~will be compensated for travel time for any miles to/from the temporary work location which are in~~
8 ~~excess of 20 miles from the nurse's permanent work location. The survey team and the supervisor~~
9 ~~shall determine the distance from the office to the health care facility/provider based on highway~~
10 ~~maps, known best routes or Internet based mileage calculators. In computing the time that will be~~
11 ~~compensated, the mileage in excess of 20 miles to/from the permanent work location to the~~
12 ~~temporary work location will be multiplied by 1.5 minutes per mile.~~

13

14 ~~Page 2~~

15 ~~Compensated Travel Time MOU~~

16 ~~September 2002~~

17

18

19 ***Case Mix Review:***

20 When a nurse working in the Case Mix Review Program, leaves his or her residence to commute
21 directly to a temporary work location at the beginning of the work day or commutes from a
22 temporary work location directly to his or her residence at the end of the work day, he or she will be
23 compensated for travel time for any miles to/from the temporary work location which are in excess
24 of 10 miles from the nurse's permanent work location. The nurse and the supervisor shall
25 determine the distance from the nurse's residence to the health care facility/provider based on
26 highway maps, known best routes or Internet based mileage calculators. In computing the time

1 that will be compensated, the mileage in excess of 10 miles to/from the permanent work location to
2 the temporary work location will be multiplied by 1.5 minutes per mile.

3

4 ***When Staying Overnight:***

5

6 When a nurse is staying overnight in accordance with MDH policy, no compensated travel time
7 between the motel and the facility/provider will be provided when the motel is within 20 miles of a
8 facility/provider being surveyed.

9

10 This Memorandum of Understanding does not establish any residency requirements for nurses.
11 The parties agree that the State of Minnesota shall not be encumbered by any additional expense
12 or loss of survey time due to a nurse changing residence. It is understood that the determination of
13 a nurse's permanent work location shall be at the discretion of the employer.

14

15 Nurses who have a disagreement as to the interpretation or application of this Memorandum of
16 Understanding are encouraged to attempt to resolve the disagreement on an informal basis with
17 their immediate supervisor. If the matter cannot be resolved to the nurse's satisfaction, it may be
18 processed in accordance with the Article 15, ***Grievance Procedure***, of the Agreement.

19

20 FOR THE ASSOCIATION

FOR THE EMPLOYER

21

22

23 _____

24 Beverly HallLonna Jean Schmidt Nelson

Harry Carlson ~~/s/~~ Joy Hargons

25 Staff Specialist

Labor Relations ~~Representative~~ Consultant 4

1 **APPENDIX O - AGREEMENT REGARDING MANDATORY OVERTIME**

2

3 With regard to state laws/rules governing mandatory overtime, the parties agree to abide by such
4 provisions. The parties further agree that the CBHHs in the Department of Human Services are
5 subject to the State's Nurse Overtime Act (M.S. 181.275). Further interpretation of or violation of
6 such laws/rules shall not be subject to the grievance or arbitration provisions of the collective
7 bargaining agreement between the parties. Notwithstanding the above statement, discipline is
8 subject to the grievance and arbitration provisions of the contract.

1 **APPENDIX P – MEMORANDUMS OF UNDERSTANDING**

2

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3

4

MEMORANDUM OF UNDERSTANDING

5

6 This Memorandum of Understanding is made and entered into this 20th day of November, 2002
7 between the State of Minnesota, Department of Human Services, Willmar Regional Treatment
8 Center (Employer) and the Minnesota Nurses Association (Association).

9

10 Whereas the WRTC has determined that 12-hour nursing shifts are in the best interest of the
11 efficient operation of the facility, and

12

13 Whereas the WRTC wishes to implement the use of 12-hour nursing shifts in a manner agreeable
14 to MNA;

15

16 Now therefore the parties agree to the following implementation process:

17

18 Article 4 Section 1 of the Agreement shall be supplemented and/or modified as follows:

19

- 1 1. RN's shall, be offered the opportunity to indicate interest in working 12-hour shifts for a six-
2 month trial period.
3
- 4 2. If all such requests cannot be honored, they will be granted in seniority order, from most senior
5 to least senior volunteer.
6
- 7 3. Registered Nurses working 12-hour shifts shall be limited to no more than 16 work hours per
8 day, including regularly scheduled hours and overtime.
9
- 10 4. Article 6, Sections 5 & 6 of the Agreement shall be supplemented and/or modified as follows:
11
12 If an RN does not work on a holiday, pay shall be computed at the nurse's normal day's pay
13 (i.e., hourly rate of pay multiplied by the number of hours in the normal work day). If a nurse
14 works on a holiday, she/he shall be paid in cash at time and one-half for all hours worked in
15 addition to an alternate holiday in lieu of holiday pay provided for in the previous sentence.
16
- 17 5. An RN using an alternate holiday, vacation, or sick leave on a day she/he is scheduled for a
18 12-hour shift will be required to use 12 hours of the appropriate leave.
19
- 20 6. An RN scheduled for 12-hour shifts will be returned to his/her normal schedule of eight-hour
21 shifts with a 14-day notice to the Employer.
22
- 23 7. At the end of the six-month trial period, if both parties agree to continue the terms of this MOU,
24 these positions will be posted interest bid in accordance with Article 11.
25
- 26 8. This MOU may be cancelled with a 30-day notice by either party.
27


1 Memorandum of Understanding

2 Page 2 of 2


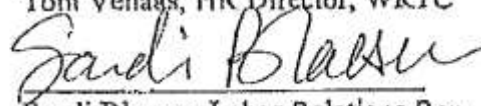
3

4

5 For the Association:


Bev Hall, Business Rep, MNA

For the Employer:


Tom Venas, HR Director, WRTC

Sandi Blaeser, Labor Relations Rep
DOER

7

~~Memorandum of Understanding~~

~~Between~~

~~Minnesota Department of Human Services~~

~~And~~

~~Minnesota Nurses Association~~

~~This Memorandum of Understanding is made and entered into this 15th day of May 2006 between the State of Minnesota, Department of Human Services (DHS), Adult Mental Health CBHH— St. Peter and the Minnesota Nurses Association.~~

~~History:~~

~~DHS is transitioning its Adult Mental Health services from campus-based programs to smaller Community Behavioral Health Hospitals (CBHH). During this transition, both management and nurses were interested in alternate scheduling options, specifically the use of 10-hour shifts. The parties agree to the following as a supplement to the MINA contract for Registered Nurses specifically working in the Alexandria CBHH.~~

~~Article 4, Section 1 of the Agreement shall be supplemented and/or modified as follows:~~

~~1. The normal work period shall consist of forty hours of work. The normal workday shall consist of either 8 or 10-hour shifts.~~

~~2. Registered Nurses working 10-hour shifts shall be limited to no more than 16 hours per day, including regularly scheduled hours and overtime.~~

1 ~~3. Registered Nurses shall be entitled to overtime for work in excess of their assigned 8 or 10-~~
2 ~~hour workday.~~

3
4 ~~Article 4, Section 5G 1-3 will be adhered to prior to offering overtime to a float pool RN.~~

5
6 ~~Article 6, Section 5 & 6 of the Agreement shall be supplemented and/or modified as follows:~~

7
8 ~~1. If a Registered Nurse does not work on a holiday, their pay shall be computed at the normal~~
9 ~~day's pay, not to exceed 10 hours.~~

10
11 ~~2. If a Registered Nurse works on a holiday, they shall be paid for all hours worked, either 8 or~~
12 ~~10 hours, in addition to an alternate holiday.~~

13
14 ~~3. Registered Nurses scheduled to use their alternate holiday hours will utilize those hours~~
15 ~~equal to their normally scheduled shift.~~

16
17 ~~Article 7, Section 4 and Article 8, Section 5 of the Agreement shall be supplemented and/or modified~~
18 ~~as follows:~~

19
20 ~~1. Registered Nurses will utilize vacation or sick leave hours equal to their normally scheduled~~
21 ~~shift.~~

22 ~~Should either MNA or DHS seek to vacate this Memorandum of Understanding, a written notice shall~~
23 ~~be given to the other party no less than thirty (30) days before the schedule is posted.~~

24
25 ~~This Memorandum of Understanding does not set precedent for future agreements or situations and~~
26 ~~does not bind the parties to enter into the same or similar agreement in the future~~

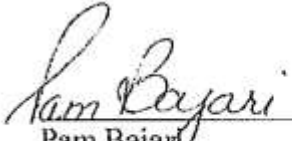
27

1 ~~The Memorandum of Understanding constitutes a full and accurate agreement between the parties.~~

2

3

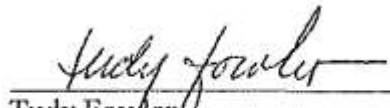
~~State of Minnesota — Minnesota Nurses Association~~



Pam Bajari
AMH Nurse Executive



Bev Hall
MNA Business Agent



Tudy Fowler
DHS Labor Relations Manager



Sandi Blaeser
DOER Labor Relations Representative

4

5

1 Memorandum of Understanding

2 Between

3 Minnesota Department of Corrections

4 Minnesota Correctional Facility SL Cloud

5 And

6 Minnesota Nurses Association

7
8 This Memorandum of Understanding is mad and entered into this 11th day of July 2006 between
9 the State of Minnesota, Department of Corrections Minnesota Correctional Facility-St. Cloud, and
10 the Minnesota Nurses Association.

11
12 The parties agree as follows:

13
14 The terms of this Memorandum only apply to the Registered Nurse Advance Practice classification
15 at the St. Cloud Correctional Facility.

16
17 Article 4, Section 1 of the Agreement shall be supplemented and/or modified as follows:

- 18
19 1. The normal work period shall consist of eighty (80) hours of work in a two (2) week period. The
20 normal workday shall consist of 10-hour shifts.

21
22 Article 4, Section 7 of the Agreement shall be supplemented and/or modified as follows:

- 23
24 2. Registered Nurse Advance Practice shall be compensated at the straight time rate for work in
25 excess of their assigned 10-hour work day.

26
27 Article 6, Sections 5 & 6 of the Agreement shall be supplemented and/or modified as follows:

1

2 3. If a Registered Nurse Advance Practice does not work on a holiday, their pay shall be
3 computed at the normal day's pay, not to exceed 10 hours.

4

5 Article 7, Section 4 and Article 8, Section 5 of the Agreement shall be supplemented and/or
6 modified as follows:

7

8 4. Registered Nurse Advance Practice will utilize vacation or sick leave hours equal to their
9 normally scheduled shift.

10

11 Should either MNA or DOC seek to vacate this Memorandum of Understanding, a written notice
12 shall be given to the other party no less than thirty (30) days before the schedule is posted.

13

14 This Memorandum of Understanding does not set precedent for future agreements or situations
15 and does not bind the parties to enter into the same or similar agreement in the future.

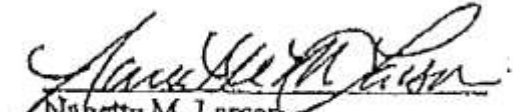
16

17 The Memorandum of Understanding constitutes a full and accurate agreement between the
18 parties.

19


20 State of Minnesota

Minnesota Nurses Association


Nahette M. Larson
Director, Health Services


Bev Hall
MNA Business Agent


Connie Jones
DOC Labor Relations Manager


Trina Chernos
DOER Labor Relations Rep., Principal

1

2

1 COMMUNITY SUPPORT SERVICES REGISTERED NURSES

2
3 Memorandum of Understanding

4 Between the

5 State of Minnesota

6 And

7 Minnesota Nurses Association

8 Ratified March 30, 2007

9
10 This Memorandum of Understanding is made and entered into between the State of Minnesota
11 Department of Employee Relations (DOER), the State of Minnesota Department of Human
12 Services (DHS) in Community Support Services and the Minnesota Nurses Association.

13
14 Both the State and MNA agree to this Alternate Scheduling Agreement under Article 4, Section 13,
15 to schedule nurses with the additional modifications to the contract as stated below,

16
17 1. The parties agree to this Memorandum of Understanding is a supplement to the MNA contract
18 for Registered Nurses in Community Support Services.

19
20 2. The parties agree this Memorandum of Understanding is grievable and arbitrable as indicated
21 in Article 1, Preamble, and Article 16, Grievance Procedure.

22
23 3. Article 4, Hours of Work, shall be modified as follows:

24
25 a. The work period shall consist of forty (40) hours of work.

26 b. The work period shall run from Wednesday to Tuesday, each week.

27 c. Nurses working over forty (40) hours during the work period of Wednesday to Tuesday

1 shall be paid overtime at the rate of time and one half.

2 d. Nurses shall be limited to working no more than sixteen (16) hours in a row, including any
3 combination of a scheduled shift and overtime.

4

5 4. Vacation of this Memorandum of Agreement. Should either party seek to vacate this
6 Memorandum of Understanding, a written notice shall be given to the other party no less than
7 thirty (30) days before the schedule is posted.

8

9 5. Precedent. This Memorandum of Understanding does not set precedent for future agreements
10 or situations and does not bind the parties to enter into the same or a similar agreement in the
11 future.

12

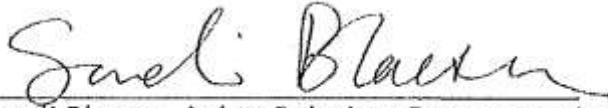
13 6. Collateral Agreements. This written document constitutes a full and accurate agreement
14 between the parties.

15

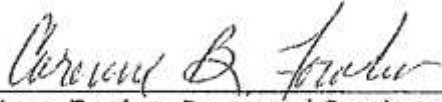
16 7. Process. Upon initial notification of a unanimous vote of approval by MNA Members working in
17 Community Support Services, MNA will sign the MOU and forward it to the State. Upon
18 signature of both MNA and the State, the MOU will be implemented on April 4, 2007 date.
19 Thereafter, upon a vote of the majority plus one of MNA members to vacate, MNA will contact
20 the State to vacate the MOU as indicated in four (4) above.

21

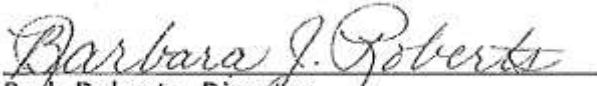
22 **STATE OF MINNESOTA**



Sandi Blaeser, Labor Relations Representative Principal
Department of Employee Relations



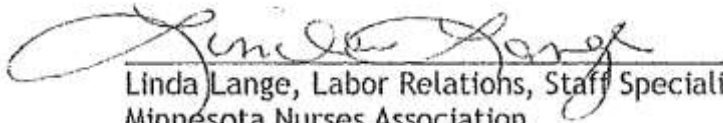
Corinne Fowler, Personnel Services Manager
Department of Human Services



Barb Roberts, Director
Community Support Services

1

2 **MINNESOTA NURSES ASSOCIATION**



Linda Lange, Labor Relations, Staff Specialist
Minnesota Nurses Association

3

4

1 **Memorandum of Understanding**

2 **Between the**

3 **State of Minnesota**

4 **and**

5 **Minnesota Nurses Association**

6
7 **Tentative Agreement 1-24-07**

8
9 This Memorandum of Understanding (MOU) is made and entered into this 14th day of January
10 2008 between the State of Minnesota Department of Employee Relations (DOER), the State of
11 Minnesota Department of Human Services (DHS), and the Minnesota Nurses Association (MNA).

12
13 History: DHS is transitioning its Adult Mental Health Services from Regional Treatment Center
14 Programs to Sixteen (16) Bed Community Behavioral Health Hospitals (CBHH). Both the State
15 and MNA agree to this Alternate Scheduling Agreement under Article 4, Section 13, to schedule
16 nurses exclusively eight (8) and ten (10) hour shifts, or exclusively nine (9) hour shifts, or
17 exclusively ten (10) hour shifts with the additional contact modifications stated below.

18
19 The parties agree to this Memorandum of Understanding is a supplement to the MNA contract for
20 Registered Nurses at the CBHHS:

- 21
22 ➤ Alexandria
23 ➤ Annandale
24 ➤ Baxter
25 ➤ Bemidji
26 ➤ Cold Spring
27 ➤ Rochester

1 ➤ Wadena

2 ➤ Willmar

3

4 1. The parties agree this Memorandum of Understanding is grievable and arbitrable as indicated
5 in Article 1, Preamble, and Article 16, Grievance Procedure.

6

7 2. Article 4, Hours of Work, shall be modified as follows:

8

9 a. This Memorandum of Understanding covers nurses working exclusively a combination of
10 eight (8) hour shifts Monday through Friday and ten (10) hour shifts on Saturday and
11 Sunday, or nurses working exclusively nine (9) hour shifts, or nurses working exclusively
12 ten (10) hour shifts. Nurses working exclusively eight (8) hour shifts are covered under the
13 MNA contract and not a subject of this Memorandum of Understanding.

14

15 b. The work period shall consist of forty (40) hours of work.

16

17 c. The work period shall run from Wednesday to Tuesday, each week.

18

19 d. Nurses working over forty (40) hours during the work period of Wednesday to Tuesday shall
20 be paid overtime at the rate of time and one half. Mutual trades in shifts that put the total
21 number of hours over forty (40) during the work period are paid at the straight time rate of
22 pay.

23

24 e. Nurses working over a scheduled eight (8), nine (9) or ten (10) hour shift shall be paid
25 overtime at the rate of time and one half.

26

27 f. Combination Eight and Ten Hour Shifts. Rotating 0 .5 FTE RN's will be scheduled

1 exclusively eight (8) hour shifts on Mondays through Fridays and exclusively ten (10) hour
2 shifts on assigned weekends to work. Nine Hour Shifts. Straight Night Watch 0.5 FTE
3 RN's will be scheduled exclusively nine (9) hour shifts. Ten Hour Shifts. All Fulltime (1.0
4 FTE) Rotating, 0.8 FTE Rotating, and Straight Night Nurses will be scheduled exclusively
5 ten (10) hour shifts.

6
7 g. Nurses shall be limited to working no more than sixteen (16) hours in a row, including any
8 combination of a scheduled shift and overtime.

9
10 3. Article 6, Holidays, shall be modified as follows:

11
12 a. Working on a Holiday. If a Nurse works on a Holiday, that nurse shall be paid for all hours
13 worked at the rate of double time and one half (2.5) the Nurse's normal rate of pay.

14
15 b. Not Working on a Holiday. If a Nurse does not work on a Holiday, nurses will be paid
16 Alternate Holiday time according the attached Holiday Appendix A2. Except if a nurses is
17 scheduled a combination of eight (8) hour and ten (10) hour shifts such nurse will earn
18 eight (8) hours of Holiday Pay if the Holiday is Monday through Friday or earn ten (10)
19 hours of Holiday Pay if the Holiday is Saturday or Sunday.

20
21 c. Floating Holidays. If a Nurse is scheduled a combination of eight (8) hour and ten (10) hour
22 shifts, such Nurse will earn a Floating Holiday of eight (8) hours if the Floating Holiday is
23 scheduled Monday through Friday or a Floating Holiday of ten (10) hours if the Floating
24 Holiday is scheduled Saturday or Sunday. If a Nurse is scheduled exclusively nine (9)
25 hours, such Nurse shall earn a Floating Holiday of nine (9) hour. If a nurse is scheduled
26 exclusively ten (10) hour shifts, such Nurse shall earn a Floating Holiday of ten (10) hours.

1 4. Article 7, Vacation Leave, shall be modified as follows:

2

3 a. Nurses shall utilize vacation leave in increments of time not to exceed that Nurse's defined
4 shift.

5

6 5. Article 8, Sick Leave, shall be modified as follows:

7

8 a. Nurses shall utilize sick leave in increments of time not to exceed that Nurse's defined shift.

9

10 6. Article 11, Section 6, Letter of Appointment.

11

12 a. If an RN's Letter of Appointment is 1.0 Full-time Hours, the State will schedule the RN eight
13 (8) ten (10) hour shifts each pay period, giving the RN eighty (80) hours each pay period.

14

15 b. If an RN's Letter of Appointment is 0.8 Full Time Equivalent Hours, the State will schedule
16 the RN seven (7) ten (10) hour shifts in the first pay period and six (6) ten (10) hour shifts in
17 the second pay period, giving the RN an average of sixty-five (65) hours over two pay
18 periods.

19

20 c. If an RN's Letter of Appointment is 0.5 Half Time Equivalent Hours the State will schedule
21 Night Watch 0.5 RN's exclusively nine (9) hour shifts, giving the RN forty-five (45) hours
22 each pay period. If an RN's Letter of Appointment is (0.5) Half Time Equivalent Hours, the
23 State will schedule Rotating 0.5 RN's a combination of eight (8) hour shifts during the work
24 week (Monday through Friday) and ten (10) hour shifts on their assigned weekends, giving
25 the RN forty (40) hours each pay period.

26

27 d. If an RN's Letter of Appointment is Intermittent under this Memorandum of Understanding,

1 the State will schedule the RN for exclusively ten (10) hour shifts at irregular and uncertain
2 days, which alternatively begin, cease, and begin again as the needs of the agency require.

3
4 7. Vacation of this Memorandum of Agreement. Should either party seek to vacate this
5 Memorandum of Understanding, a written notice shall be given to the other party no less than
6 thirty (30) days before the schedule is posted.

7
8 8. Precedent. This Memorandum of Understanding does not set precedent for future agreements
9 or situations and does not bind the parties to enter into the same or a similar agreement in the
10 future.

11
12 9. Collateral Agreements. This written document constitutes a full and accurate agreement
13 between the parties.

14
15 10. RNs Covered by this MOU. Nurses covered by this MOU are working at the named CBHH in
16 shifts in 2a above. All other RNs are working exclusively eight hour shifts under the Master
17 MNA Contract with the State of Minnesota. The State will accommodate up to two (2) RNs at
18 the named CBHH under the Master MINA Contract, before implementing or vacating the
19 agreement.

20
21 11. Process. Upon initial notification of a unanimous vote of approval by MNA Members working at
22 the named CBHH, MNA will sign the MOU and forward it to the State. Upon signature of both
23 MNA and the State, the MOU will be implemented on 01/14/08 date. Thereafter, upon a vote
24 of the majority plus one of MNA members at the named CBHH to vacate, MNA will contact the
25 State to vacate the MOU as indicated in seven above.

Appendix A2 16 Bed Hospital DHS Holiday Pay Agreement			
	Eight (8) Hour Shift Hours of Holiday Pay	Nine (9) Hour Shift Hours of Holiday Pay	Ten (10) Hour Shift Hours of Holiday Pay
Eligible nurses who normally work less than FT and eligible intermittent, temporary, and emergency nurses shall have their Holiday Pay prorated on the following basis:			
For a pay period containing one (1) Holiday			
➤ less than 4.5 hours worked	0	0	0
➤ at least 4.5 but less than 13.5	1	1.125	1.25
➤ at least 13.5 but less than 22.5	2	2.25	2.5
➤ at least 22.5 but less than 31.5	3	3.375	3.75
➤ at least 31.5 but less than 40.5	4	4.5	5
➤ at least 40.5 but less than 49.5	5	5.625	6.25
➤ at least 49.5 but less than 58.5	6	6.75	7.5
➤ at least 48.5 but less than 67.5	7	7.875	8.75
➤ at least 67.5 hours worked	8	9	10
For a pay period containing Two (2) Holidays			
➤ less than 4 hours worked	0	0	0
➤ at least 4 but less than 12	1	1.125	1.25
➤ at least 12 but less than 20	2	2.25	2.5
➤ at least 20 but less than 28	3	3.375	3.75
➤ at least 28 but less than 36	4	4.5	5
➤ at least 36 but less than 44	5	5.625	6.25
➤ at least 44 but less than 52	6	6.75	7.5
➤ at least 52 but less than 60	7	7.875	8.75
➤ at least 60 hours worked	8	9	10
For a pay period containing Three (3) Holidays			
➤ at least 3.5 hours worked	0	0	0
➤ at least 3.5 but less than 10.5	1	1.125	1.25

➤ at least 10.5 but less than 17.5	2	2.25	2.5
➤ at least 17.5 but less than 24.5	3	3.375	3.75
➤ at least 24.5 but less than 31.5	4	4.5	5
➤ at least 31.5 but less than 38.5	5	5.625	6.25
➤ at least 38.5 but less than 45.5	6	6.75	7.5
➤ at least 45.5 but less than 52.5	7	7.875	8.75
➤ at least 52.5 hours worked	8	9	10

1

2

SIGNATURES

3

4 STATE OF MINNESOTA

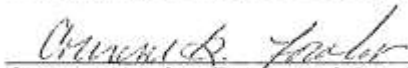
MINNESOTA NURSES ASSOCIATION



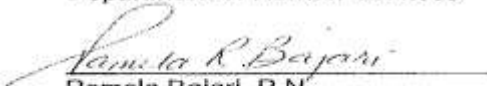
Paul Larson
Deputy Commissioner Employee Relations
Department of Employee Relations



Linda Lange
Labor Relations Specialist



Corinne Fowler, Personnel Services Manager
Department of Human Services



Pamela Bajari, R.N.
Residential Program Services Director
Department of Human Services

6

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN THE**
3 **STATE OF MINNESOTA**
4 **AND**
5 **MINNESOTA NURSES ASSOCIATION**
6

7 This Memorandum of Understanding is made and entered into the 15th day of July, 2009 between
8 the State of Minnesota (MMB) and the Minnesota Nurses Association in response to requests
9 from Registered Nurses who have indicated a desire to work nine (9) or-ten (10) hour shifts rather
10 than the eight (8) hour shifts as described in Article 4, Hours of Work and Overtime Section 1 -
11 Work Day, Work Period.

12
13 WHEREAS, the parties recognize that some Registered Nurses would prefer, for their own
14 personal reasons to work nine (9) or ten (10) hour shifts rather than eight (8) hour shifts; and
15

16 WHEREAS, this Memorandum of Understanding only applies in instances where Registered
17 Nurses have expressed this desire in writing to their supervisor; and
18

19 WHEREAS, this Memorandum of Understanding does not intend to expand or limit the provisions
20 in Article 4 of the labor agreement In any situation beyond voluntary written requests of Registered
21 Nurses to work nine (9) or ten (10) hour shifts, as set forth below.
22

23 NOW THEREFORE, the parties agree to the following provisions.
24

- 25 1. Registered Nurses desiring nine (9) or ten (10) hour shifts exclusively may make this written
26 request to their supervisor. Requests by Registered Nurses seeking some other departure
27 from the normal, eight (8) hour workday are not addressed by this Agreement.

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2. The supervisor shall consider this request and shall inform the nurses in writing within 30 days if their request has been approved or denied.
3. For purposes of vacation leave, sick leave and holiday pay, the calculations shall be based on nine (9) or ten (10) hour shifts. In other words, there shall be no net gain or loss in benefits to the nurse working the nine (9) or ten (10) hour shift. [See, chart, below, to calculate holiday pay for part-time nurses working nine (9) or ten (10) hour shifts.] Nurses working beyond their nine (9) or ten (10) hour shifts in a workday or beyond 40 hours in a workweek will be paid overtime at the applicable overtime rate of pay.
4. All other provisions of the labor agreement shall remain in effect.
5. The nurse or the supervisor may, with 30 days notice, cancel the nine (9) or ten (10) hour shift and upon completion of the notice period or such earlier time upon which the nurse and supervisor may agree, the nurse will revert back to her/his previous shift.
6. This Memorandum of Understanding shall not be construed to set a precedent for the resolution of any future negotiations.
7. The grievance filed by the Association at the Anoka Metro Regional Treatment Center regarding the voluntary requests from nurses desiring ten (10) hour shifts is withdrawn.
8. The parties mutually agree to split the cancellation fees assessed by the Arbitrator.
9. This Agreement will be published in the Appendixes of the 2009-2011 Contact Agreement between the parties and is subject to the Contract Agreement's provisions for grievance

1 processing and arbitration.

2

3 10. Either party may vacate this Agreement, with the exception of its paragraph 8 upon 30 days
4 written notice to the other party.

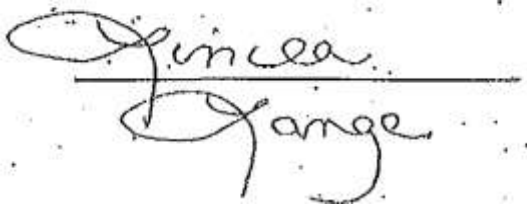
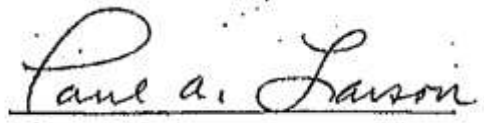
5

6 This Memorandum constitutes a complete and total agreement of the parties regarding this matter.

7

8 FOR THE ASSOCIATION

FOR THE EMPLOYER

9

10

	Eight (8) Hour Shift Hours of Holiday Pay	Nine (9) Hour Shift Hours of Holiday Pay	Ten (10) Hour Shift Hours of Holiday Pay
Eligible nurses who normally work less than FT and eligible intermittent, temporary, and emergency nurses shall have their Holiday Pay prorated on the following basis:			
For a pay period containing one (1) Holiday			
➤ less than 4.5 hours worked	0	0	0
➤ at least 4.5 but less than 13.5	1	1.125	1.25
➤ at least 13.5 but less than 22.5	2	2.25	2.5
➤ at least 22.5 but less than 31.5	3	3.375	3.75
➤ at least 31.5 but less than 40.5	4	4.5	5
➤ at least 40.5 but less than 49.5	5	5.625	6.25
➤ at least 49.5 but less than 58.5	6	6.75	7.5
➤ at least 58.5 but less than 67.5	7	7.875	8.75
➤ at least 67.5 hours worked	8	9	10

For a pay period containing Two (2) Holidays			
➤ less than 4 hours worked	0	0	0
➤ at least 4 but less than 12	1	1.125	1.25
➤ at least 12 but less than 20	2	2.25	2.5
➤ at least 20 but less than 28	3	3.375	3.75
➤ at least 28 but less than 36	4	4.5	5
➤ at least 36 but less than 44	5	5.625	6.25
➤ at least 44 but less than 52	6	6.75	7.5
➤ at least 52 but less than 60	7	7.875	8.75
➤ at least 60 hours worked	8	9	10
For a pay period containing Three (3) Holidays			
➤ at least 3.5 hours worked	0	0	0
➤ at least 3.5 but less than 10.5	1	1.125	1.25
➤ at least 10.5 but less than 17.5	2	2.25	2.5
➤ at least 17.5 but less than 24.5	3	3.375	3.75
➤ at least 24.5 but less than 31.5	4	4.5	5
➤ at least 31.5 but less than 38.5	5	5.625	6.25
➤ at least 38.5 but less than 45.5	6	6.75	7.5
➤ at least 45.5 but less than 52.5	7	7.875	8.75
➤ at least 52.5 hours worked	8	9	10

1 **MEMORANDUM OF UNDERSTANDING**

2
3 **Between**

4 **The State of Minnesota**

5 **And**

6 **Minnesota Nurses Association**

7
8 This Memorandum of Understanding is made and entered into this 21st day of May, 2014; by and
9 between the State of Minnesota, Minnesota Veterans Home - Fergus Falls (hereinafter "Employer")
10 and the Minnesota Nurses Association (hereinafter "Association").

11
12 The Employer and the Association agree to the following modifications/additions to the Contract,
13 Article 21:

14
15 1) Nurses working in positions with an FTE of .75 or greater will be reimbursed for the purchase of
16 uniforms each year of employment at the following rates. The first year will be to a maximum of
17 \$242.55. All succeeding years will be to a maximum of \$165.38.

18
19 2) Nurses working in positions with an FTE of less than .75 including intermittent nurses will be
20 reimbursed for the purchase of uniforms each year of employment at the following rates. The
21 first year will be to a maximum of \$198.45. All succeeding years will be to a maximum amount
22 of \$121.28.

23
24 3) The anniversary date of the nurses initial appointment to the Minnesota Veterans Home -
25 Fergus Falls will begin the new year for reimbursement purposes.

26
27 4) Any portion of the maximum dollar amounts not claimed in a given year cannot be carried

1 forward to the succeeding year.

2

3 5) The Administrator will reimburse the nurse upon receipt of an acceptable proof of purchase.

4

5 6) Nurses are expected to wear uniforms while on duty only and to properly maintain their own
6 uniforms.

7

8 7) Emergency reimbursements will be authorized by the Administrator if the uniform gets
9 permanently damaged while performing work on duty. To receive this authorization, the nurse
10 must show the uniform and explain how the damage occurred to their immediate supervisor or
11 in the absence of the supervisor to the officer of the day. This must occur on the same shift in
12 which the damage occurred or the immediate shift worked.

13

14 8) The Administrator may ask for any uniforms that have been replaced due to damage and for all
15 uniforms of a non-certified probationary nurse.

16

17 The duration of this Memorandum of Understanding will be until June 30, 2015.

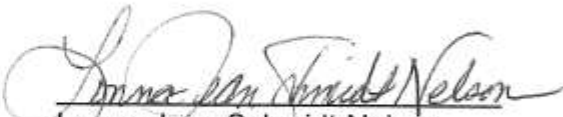
18

For the Employer:

For the Association:



Joy Hargons
MN Management & Budget



Lonna Jean Schmidt Nelson
Minnesota Nurses Association

19