AGREEMENT

between the

STATE OF MINNESOTA

and the

MINNESOTA NURSES ASSOCIATION

July 1, 2017 through June 30, 2019

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this 8 day of March, 2018, by and between Minnesota Management & Budget on behalf of the State of Minnesota and its Appointing Authorities, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses Association, hereinafter referred to as the ASSOCIATION. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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

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

ARTICLE 2 - RECOGNITION

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

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

ARTICLE 3 - ASSOCIATION SECURITY

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

Withheld amounts shall be forwarded to the designated Association office within ten (l0) days after the deductions are made, together with a record of the amount and those for whom deductions are made.

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

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

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

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 1. Work Day, Work Period. The normal work period shall consist of eighty (80) hours of work within a two (2) week pay period. The normal work day shall consist of eight (8) hours, exclusive of an unpaid duty free lunch period. However, the Appointing Authority may establish a scheduling pattern and post vacancies that utilize twelve (12) hour shifts. Only within a scheduling pattern that utilizes twelve (12) hour shifts may a four (4) hour shift be used. All other scheduling patterns must follow the eight (8) hour normal work day unless otherwise agreed to under Section 15, Flexible Scheduling.

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

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

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

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

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

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

A. There shall be no split shifts.

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

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

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

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

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

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

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

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

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

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

Section 6. Extra Shifts for Part-Time Nurses.

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

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

a. As the work schedule is being developed and prior to its posting, if additional work shifts are available (i.e., beyond the designated number of shifts allocated to the full-time and part-time Registered Nurses), the supervisor will utilize unlimited part-time Registered Nurses to cover the needed shifts.

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

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

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

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

1. If a work shift becomes available and the assignment of that work shift to an unlimited part-time nurse would not require the Appointing Authority to pay a time and one-half (1-1/2) premium (outside of the required fourteen (14) day posting period), the supervisor will give first preference for filling that shift with an unlimited part-time nurse as described above.

2. If a work shift becomes available and the assignment of that work shift to an unlimited part-time nurse would require the Appointing Authority to pay a time and one-half (1-1/2)

premium (within the required fourteen (14) day posting period), the supervisor may proceed to fill that work shift with an intermittent temporary, intermittent emergency or intermittent seasonal Registered Nurse.

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, or may mutually agree with the Appointing Authority to balance hours of work in the same or subsequent work day or work period. 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.

Section 8. Compensatory Bank. Overtime remuneration at the appropriate rate may be made in either cash or compensatory time off or a combination of both at the discretion of the Appointing Authority giving due regard to the desires of the nurse. The established compensatory bank will allow for a balance of at least one hundred and twenty (120) hours, or up to two hundred (200) hours at the Appointing Authority's discretion. All overtime hours worked over the established maximum hour limit shall be compensated in cash at the hourly rate of pay that the nurse is earning.

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

Section 9. Work Schedules. Work schedules showing the shifts, days, and hours of all nurses shall be posted at least fourteen (14) calendar days in advance of their effective day of work. The supervisor and a nurse may mutually agree to reschedule days, shifts or hours of work. In addition, nurses may mutually agree to exchange days, shifts, or hours of work with the approval

of their supervisor. If a schedule is posted late, the nurse shall be paid at the rate of time and one-half for all hours worked on days for which at least fourteen (14) calendar days notice is not given.

Nurses shall be notified via phone and/or e-mail if their schedule is changed within the fourteen (14) day schedule posting period.

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

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

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

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

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

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

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

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

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

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

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

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

A. **RN Review of Alternate Work Schedules**. A nurse shall have an opportunity to review the alternate work schedules being considered prior to volunteering for flexible work schedules. The nurse may limit her or his agreement to specific types of schedules. The Appointing Authority shall retain documentation that a nurse has agreed to a flexible work schedule and the type of flexible schedule to which the nurse has agreed. A nurse or Appointing Authority may revoke such election by giving the written notice of at least eight (8) weeks prior to the effective date of the next posted schedule.

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

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

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

3. RNs will utilize vacation or sick leave hours equal to their normally scheduled shift.

ARTICLE 5 - HEALTH AND SAFETY

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

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

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

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

informed of that patient's diagnosis or possible diagnosis by the facility according to facility policy and procedure.

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

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

ARTICLE 6 - HOLIDAYS

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

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

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

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

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

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

Each eligible nurse shall receive one (1) floating holiday each fiscal year of the Agreement. The nurse must request the floating holiday at least fourteen (14) calendar days in advance. The supervisor may approve or deny the request subject to the operational needs of the Appointing Authority. The floating holidays may not be accumulated.

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

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

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

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

Section 5. Holiday Pay. Holiday pay, including the floating holiday, shall be computed at the nurse's normal day's pay (i.e., the nurse's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Eligible nurses who normally work less than full-time shall have their holiday pay, including their floating holiday, pro-rated in accordance with the schedule set forth in Appendix A. However, eligible intermittent nurses shall receive holiday pay based on the number of hours worked during the payroll period in which the holiday occurred.

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

Section 6. Work on a Holiday. Any nurse who works on a holiday shall, at the nurse's discretion be paid in cash, compensatory time or vacation, at time and one-half for all hours worked in addition to holiday pay provided for in Section 5 above.

If the nurse is required to work on her/his scheduled floating holiday, the floating holiday shall be rescheduled. The Appointing Authority shall select one (1) of four (4) days preferred by the nurse.

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

Section 7. Religious Holidays. In accordance with M.S. 15A.22, any nurse who observes a religious holiday on a day which does not fall on a Sunday, a legal holiday or a holiday listed in Section 2 above, shall be entitled to that day off to observe the religious holiday. Such time off to observe religious holidays shall be taken without pay except where the nurse has sufficient

accumulated vacation leave or, by mutual consent, is able to make the time up. Nurses shall notify the Appointing Authority at least twenty-one (21) working days prior to the leave.

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

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

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

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

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

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

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

ARTICLE 7 - VACATION LEAVE

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

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

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

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

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

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

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

Length of Service

For purposes of determining changes in a nurse's accrual rate, Length of Service Requirement shall include any leave of absence for that portion of the child bearing process where the physician certifies that the nurse is unable to work because she is disabled and shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one (1) full pay period in duration. Length of service requirement shall only include a nurse’s service in a vacation eligible status. This determination method shall not be used to change any Length of Service Requirements determined prior to July 9, 1975. Accrual dates shall not be adjusted for nurses on military leave.

Changes in Accruals

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

Reinstatement

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

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

Vacation – 275 Hours

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

Vacation Use

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

Military Leave and Vacation

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

Workers' Compensation and Vacation

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

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

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

Vacation for Initial Appointments

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

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

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

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

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

2) Prior private-sector Registered Nurse Advanced Practice or Psychiatric Registered Nurse Advanced Practice experience.

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

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

Written Requests

Whenever practicable, nurses shall submit written requests for vacation at least (4) weeks in advance of their vacation to their supervisor. No request may be submitted for a vacation period more than six (6) months in advance of this request. However, vacation requests of fourteen (14) consecutive days or longer may be submitted up to twelve (12) months in advance.

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

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

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

Vacation on Weekends

In continuous operations facilities where:

A. Nurses are scheduled every other weekend off, such nurses will be granted a minimum of one (1) additional vacation weekend each fiscal year. Provided however, nurses who have eight (8) or more years of service shall be granted a minimum of two (2) vacation weekends each fiscal year.

B. Nurses are scheduled twelve (12) hour shifts (and the majority of their shifts are on weekends), such nurses will be granted a minimum of vacation weekends as follows:

   0-5 years of service – 3 weekends per fiscal year

   5-8 years of service – 4 weekends per fiscal year

   8-18 years of service – 7 weekends per fiscal year

   18-30 years of service – 8 weekends per fiscal year

   After 30 years of service – 9 weekends per fiscal year

Meet and Confer

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

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

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

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.

ARTICLE 8 - SICK LEAVE

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

Section 2. Sick Leave Accrual Rate.

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

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

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

D. **Workers' Compensation**.

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

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

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

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

Section 4. Sick Leave Restoration Upon Reinstatement or Reappointment.

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

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

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

B. **Sick Leave Balance Upon Reinstatement or Reappointment Following Severance Payment**. A nurse who receives severance pay but returns to State service and is reinstated or reappointed shall have his/her sick leave balance restored at sixty (60) percent of the nurse's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours plus eighty seven and one-half (87½) percent of the nurse's accumulated but unused sick leave bank).

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

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

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

1. For absences necessitated by the nurse's illness, or disability; by a necessity for medical, chiropractic, or dental care; or

2. by the nurse's exposure to contagious disease which endangers the health of other nurses, clients, or the public; or

3. by illness of a spouse, dependent children, step-children/foster-children (including wards, and children for whom the nurse is legal guardian), or parent living in the same household of the nurse; or

4. illness of a minor child (whether or not the child lives in the same household of the nurse), for such reasonable periods as his/her attendance may be necessary; or

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

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. Birth or adoption of a child except as indicated in Section 5.A. above.

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 or compensatory time. The request for leave shall not be unreasonably denied.

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.

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

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

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

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

Section 7. Sick Leave Charges.

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

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

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

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

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

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

Section 8. Severance Pay.

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

B. **Eligibility**.

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

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

3. **After Ten (10) Years of State Service**. Nurses who separate from State service after ten (l0) years of continuous State service and who are immediately entitled at the time of separation to receive an annuity under a state retirement program shall, (notwithstanding an election to defer payment of the annuity), also receive severance pay.

C. **Severance Payout, Subsequent Reappointment, and Future Severance Eligibility**. Should a nurse not laid off who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between:

1. the amount of accumulated but unused sick leave restored to the nurse's credit at the time the nurse was reappointed and

2. the amount of accumulated but unused sick leave at the time of the nurse's subsequent eligibility for severance pay.

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

D. **Severance Payout, Subsequent Reappointment, and Future Severance Eligibility for Laid Off Registered Nurses**. Should any laid off nurse who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between:

1. the amount of accumulated but unused sick leave restored to the nurse's credit at the time the nurse was reappointed and

2. the amount of accumulated but unused sick leave at the time of the nurse's subsequent eligibility for severance pay.

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.

ARTICLE 9 - INJURED ON DUTY

Section 1. Special Rate. The parties recognize that nurses working with residents or inmates at certain state institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, a nurse of any Department of Corrections institutions, Department of

Human Services facilities, or the Minnesota Veterans Home who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person who is a resident or is in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the nurse's regular rate of pay and benefits paid under workers' compensation, without deduction from the nurse's accrued sick leave. Such compensation shall be used prior to receiving workers' compensation benefits and/or to supplement workers' compensation benefits and shall not exceed an amount equal to three hundred (300) times the nurse's regular hourly rate of pay per disabling injury.

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

Nurses absent from duty as a result of an injury or illness for which a claim for workers' compensation is made may elect to use accumulated vacation or sick leave or both during a period of absence pending an award of workers' compensation benefits. A nurse receiving workers' compensation may choose to supplement it with accrued but unused sick leave, vacation or compensatory time in an amount which will total the nurse's regular gross pay for the period of time involved. Sick leave must be exhausted before vacation leave can be used.

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

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

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

ARTICLE 10 - LEAVES OF ABSENCE

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

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

Section 2. Paid Leaves of Absence.

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

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

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

B. **Court Appearance Leave**. Leave shall be granted for appearances before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job-related purposes other than those instituted by the nurse or the exclusive representative. Leave shall also be granted for attendance in court in connection with a nurse's official duty, which shall include any necessary travel time. Such nurse shall be paid the nurse's regular rate of pay but shall remit to her/his Appointing Authority the amount received, exclusive of expenses, for serving as a witness.

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

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

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

F. **Investigatory Leave**. The Appointing Authority/designee may place a nurse who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave. Any nurse who is placed on investigatory leave with pay shall be given a written statement indicating that the nurse is being placed on investigatory leave and the reasons for the investigation.

G. **Administrative Leave**. The Appointing Authority may at its discretion place a nurse on paid administrative leave for up to thirty (30) calendar days where the nurse has been involved in a critical incident or where continued presence in the workplace poses a risk to the nurse or the organization. Upon placing a nurse on administrative leave, the Appointing Authority shall notify the nurse in writing of the basis for placing the nurse on such leave and the estimated

duration of the leave. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than thirty (30) calendar days, unless the Association has agreed to an extension(s) of longer duration. It is the Appointing Authority's policy to return a nurse to active duty status as soon as is practical and prudent.

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

H. **Paid Parental Leave**.

1. **Length of Leave**. Paid parental leaves of absence of up to six (6) consecutive weeks shall be granted to eligible nurses who request such leave following the birth or adoption of a child.

2. **Eligibility**. Nurses are eligible if they meet eligibility criteria for Family and Medical Leave Act ("FMLA") leave, which generally means the nurse has been employed by the Employer for twelve (12) months and has worked at least 1,250 hours during the year immediately preceding the leave. Paid parental leave ("PPL") is available to nurses who experience the following qualifying events:

- A nurse or their spouse/partner gives birth to the nurse's child;
- a child is placed in the nurse's home for adoption; or
- a child is placed in the nurse's home to adjudicate parentage in cases of surrogacy when the nurse is the intended parent.

3. **Use**. Eligible nurses must complete PPL within six (6) months of the qualifying event. At the Appointing Authority's discretion, nurses may be allowed intermittent or reduced schedule use of leave, which must be completed within twelve (12) months of the qualifying event. PPL not used within the required timeframe shall not be carried over or cashed out.

4. **Interaction with Other Leaves**. Paid parental leave will run concurrently with any unpaid leave(s) that parents may be entitled to under other provisions of this Agreement or provided by law. Nurses shall not receive other types of paid leave provided by this Agreement (*e.g.*, sick, vacation, compensatory time) for hours for which they are receiving PPL.

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

Section 3. Unpaid Leaves of Absence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave period shall be deemed to be a voluntary resignation, and the employee shall be severed from state service.

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

ARTICLE 11 - VACANCIES, FILLING OF POSITIONS

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

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

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

A. **Hours of Work**.

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

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

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

B. **Appointment Status**.

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 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.

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

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

Section 6. Filling Positions. Whenever the Appointing Authority determines that a vacancy shall be filled and a seniority unit layoff list as defined in Article 13, Section 6(A) exists, vacancies shall be filled by recall from the seniority unit layoff list. In the absence of a seniority unit layoff list, the

Appointing Authority shall fill vacancies from among those qualified nurses on the bargaining unit layoff list. In the absence of both layoff lists, the Appointing Authority may fill vacancies in accordance with provisions of Minnesota Statutes.

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

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 Human Resources Office of the Appointing Authority to which the nurse wishes to transfer. The Employer will supply the Association with a list of all Human Resources staff, 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 Sections 4 through 6. If the incumbent is ineligible to continue in the position and is not transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

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

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

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

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

Section 11. Probationary Period Duration.

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

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

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

C. **Length of Probationary Period**.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - SENIORITY

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

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

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

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

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

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

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

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

Continuous employment shall include time on layoff.

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

Section 2. Seniority Rosters. The Appointing Authority shall prepare and post seniority rosters and give a copy to the Local Association Representative each November and May. Upon written request of the Association, the Appointing Authority shall, within thirty (30) days, mail a copy of the then current Seniority Roster to the Association. The rosters shall list each nurse in order of Classification seniority, and reflect each nurse's date of Classification Seniority, date of Departmental Seniority, date of Bargaining Unit Seniority, and date of State Seniority. The roster shall also identify the type of appointment if other than full-time unlimited. When two (2) or more nurses have the same Classification seniority date, their seniority roster position shall be determined by total Departmental Seniority. Should a tie still exist, seniority roster positions shall be determined by Bargaining Unit Seniority. Should a tie still exist, seniority roster positions shall be determined by State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

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

ARTICLE 13 - LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

Section 6. Layoff Lists.

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

B. **Bargaining Unit Layoff List**. The name(s) of such nurse(s) shall also be placed on a bargaining unit layoff list for the class, option if any, bargaining unit, and employment condition from which the nurse was laid off. Such names shall be placed on the list in order of the length of continuous

employment in the class in the state service. The nurse's name shall remain on the bargaining unit layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous employment in the class and state service to a maximum of three (3) years.

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

Section 7. Recall.

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

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

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

C. When a nurse is recalled from either layoff list, the nurse's name shall be removed from both layoff lists. In the event that a nurse is recalled to a seniority unit other than the one from which she/he was laid off, and the nurse does not successfully complete the probationary period, such nurse's name shall be restored to the original seniority unit layoff list for the remainder of the time period originally provided in Section 6A.

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

ARTICLE 14 - PERSONNEL FILES

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

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

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

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

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

Section 2. Access. Each nurse shall have access to her/his personnel file during normal business hours and under Appointing Authority supervision. A nurse shall have the right to have placed in her/his file materials that she/he determines may affect her/his employment, including statements in response to any other materials in her/his file.

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

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

ARTICLE 15 - TERMINATION OF EMPLOYMENT, DISCIPLINARY ACTIONS

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

Section 2. Discipline.

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

1) oral reprimand;
2) written reprimand;
3) suspension without pay;
4) demotion; and
5) discharge.

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

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

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.

ARTICLE 16 - GRIEVANCE PROCEDURE

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

Section 2. Grievance Procedure.

A. Step 1: Within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have knowledge of the event giving rise to the grievance, the grievant and/or Association representative shall arrange a meeting with the grievant's immediate supervisor to resolve the grievance. The grievance shall be identified as such and must be reduced to writing, dated, and formally filed with the immediate supervisor. The immediate supervisor's response to the grievance shall be given to the grievant and/or Association representative within fifteen (15) calendar days of said meeting.

B. Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this procedure, the Association may within fifteen (15) calendar days after the immediate supervisor's response is given or due, whichever comes first, present the grievance in writing to

the Appointing Authority's Human Resources office, or other party as designated by the Appointing Authority to process grievances. The written grievance shall state the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. Within fifteen (15) calendar days after the Appointing Authority's Human Resources office, or other party as designated receives the written grievance, the Appointing Authority's representative shall arrange a meeting with the Association Representative to resolve the grievance. The Appointing Authority's representative shall respond to the grievance in writing to the Association Representative(s) and the Association within fifteen (15) calendar days of the meeting.

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

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

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

D. **Time Limits**. The time limit in each step may be extended by mutual written agreement of the Appointing Authority and the Association in each step. If the grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority does not answer a grievance or an appeal thereof within the specified time limits, the Association may immediately appeal the grievance to the next step.

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

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

Section 4. Release Time. The Association representative(s) (up to 2) and the grieving nurse shall be allowed a reasonable amount of time without loss of pay while on the Appointing Authority's premises to investigate and present the nurse's grievances to the Appointing Authority. The Association representative(s) and the grieving nurse shall not leave work or disrupt departmental

routine to discuss grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld.

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

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

Section 5. Arbitrator's Authority.

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

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

ARTICLE 17 - WAGES

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

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

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

Section 3. Conversion. Effective July 1, 2017, all nurses shall be assigned to the same relative step within the salary range for their respective class as specified in Appendix D-1 except as set forth below.

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

In the event the July 1, 2017 maximum rate set forth in Appendix D-1 is equal to or less than the nurse's salary as of June 30, 2017, no adjustment shall be made, but nurses assigned to these classes shall suffer no reduction in pay.

Section 4. First Fiscal Year Wage Adjustment. Effective July 1, 2017, all salary ranges and rates shall be increased by two percent (2%), rounded to the nearest cent. The compensation grid for classes covered by this Agreement is contained in Appendix D-1. Nurses shall convert up to the new compensation grid as provided in Section 3 above. Conversion to the new compensation grid shall not change a nurse's eligibility for step progression increases.

Section 5. Second Fiscal Year Wage Adjustment. Effective July 1, 2018, all salary ranges and rates shall be increased by two and one-quarter percent (2.25%), rounded to the nearest cent. Salary increases provided by this section shall be given to all nurses including those nurses whose rates of pay exceed the maximum for their class. The compensation grid for classes covered by this Agreement are contained in Appendix D-2. Conversion to the new compensation grid shall not change a nurse's eligibility for step progression increases.

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

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

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for nurses in this schedule who have not met, or only marginally attained, performance standards or objectives. Increases withheld may subsequently be granted upon certification by the Appointing Authority that the nurse is achieving performance standards or objectives.

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

Section 7. Achievement Awards. In addition to the foregoing, nurses who have demonstrated outstanding performance may receive achievement awards in the amount of one (1) salary step, provided the nurse is not at or above the maximum salary rate for his/her class. If the nurse is at or above the maximum of the range, such achievement award shall be paid in a lump sum equal to 4% of the nurse's current annual salary not to exceed $1,500. The receipt of an Achievement Award shall not affect the timing of future progression increases. The number of achievement

awards granted shall be limited each fiscal year to a maximum of thirty-five (35%) percent of the number of nurse positions in the seniority unit authorized at the beginning of that fiscal year, except that in seniority units of three (3) or fewer nurses, the Appointing Authority may grant one achievement award in each seniority unit.

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

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

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

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

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

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

The shift differential for all other nurses shall be one dollar fifty cents ($1.50) per hour for all hours worked between 6:00 p.m. and 6 a.m. Such shift differential shall be in addition to the nurse’s hourly rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

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

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

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

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

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

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 one hundred (100).

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

Section 23. Voluntary Weekend Shift Bonus. This provision modifies Article 4 of the Master Agreement between the State of Minnesota and the Minnesota Nurses Association and applies only to weekend shifts that become available within fourteen (14) calendar days.

1. A nurse who is asked by the Appointing Authority or designee and agrees to work a weekend shift shall receive a bonus payment of one hundred dollars ($100) in addition to their regular compensation for hours worked.

2. To be eligible for the bonus payment, the shift offered by the Appointing Authority or designee must be at least three (3) hours in length.

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

4. For the purposes of the bonus, weekends are defined as Friday evening, or the start of the p.m. shift, through the Sunday night shift.

5. This provision shall remain in effect through June 30, 2021.

Section 24. Student Loan Payment Reimbursement. This student loan payment reimbursement provision shall be in effect from the effective date of this Agreement through June 30, 2021.

1. A nurse may request and an Appointing Authority may approve reimbursement for the nurse's student loan payments, made on their outstanding student loan balances.

2. In order to qualify for this reimbursement, the student loan payments must be made by the nurse after the effective date of this agreement.

3. The nurse must have current student loan debt incurred within fifteen (15) years immediately prior to the payment being requested by the nurse.

4. Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain a Registered Nurse or Advanced Practice Registered Nurse license or credentials.

5. Student loan reimbursement payments for all nurses except Advanced Practice Registered Nurses and Psychiatric Advanced Practice Registered Nurses shall not exceed five thousand dollars ($5,000) per calendar year per nurse, up to twenty five thousand dollars ($25,000) in total payments issued to any nurse. Student loan reimbursement payments for Advanced Practice Registered Nurses and Psychiatric Advanced Registered Nurses shall not exceed six thousand dollars ($6,000) per calendar year per nurse, up to thirty thousand dollars ($30,000) in total payments to any nurse.

6. Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.

7. Nurses must have been employed by the Employer at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty four (1,044) hours per year.

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

    a. For Reimbursement of loan payments, documentation of actual loan payments made within the twelve (12) months immediately prior to application for loan payment reimbursement. The amount approved for any student loan reimbursement must be equal

to or greater than the amount the nurse has paid toward the loan in the twelve (12) months prior to the application;

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

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

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

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

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

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

ARTICLE 18 - INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

2. **Children**.

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

   b. **Dependent Child**: A "dependent child" includes a nurse's (1) biological child, (2) child legally adopted by or placed for adoption with the nurse, (3) step-child, and (4) foster child who has been placed with the nurse by an authorized placement agency or by a judgment, decree, or other court order. For a step-child to be considered a dependent child, the nurse must be legally married to the child's legal parent or legal guardian. A

nurse (or the nurse's spouse or jointly) must have permanent, full and sole legal and physical custody of the foster child.

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

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

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

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

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

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

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

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

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

   a. Termination of employment (except for gross misconduct);

b. Layoff;
c. Reduction of hours to an ineligible status;
d. Dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
e. Death of nurse;
f. Divorce or legal separation; or
g. A covered nurse's enrollment in Medicare.

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

A. **Full Employer Contribution - Basic Eligibility**. 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.

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

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

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

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

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

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

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

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

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

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

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

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

2) **Post-Fifty Five Corrections Early Retirement Plan Incentive**. Any nurse who attains the age of fifty-five (55) 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) may opt during the pay period of his/her fifty-fifth (55th) birthday or any time thereafter until the nurse attains the age of sixty-five (65) to participate in the Post-Fifty-Five Corrections Early Retirement Plan Incentive in accordance with the provisions set forth in Section 3C3b or 3C3c below.

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

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

2) Nurses exercising either of these options shall be provided with the Employer contribution towards the health and dental insurance which the nurse was entitled to at the time of retirement, or prior to going on an unpaid medical leave, whichever is sooner, subject to any changes in coverage in accordance with this or any subsequent Agreement.

3) Nurses eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the Corrections Early Retirement Plan Incentive shall continue to receive an Employer contribution as set forth below for themselves and their enrolled dependents until the nurse attains the age of sixty-five (65).

4) Nurses who retire with no Employer contribution for dependent coverage or who terminate dependent coverage following retirement may add a dependent in accordance with Section 5B1; however, that nurse shall not subsequently be eligible

for an Employer contribution for dependent coverage except when the dependent is the nurse's spouse and the spouse immediately at the time of retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental coverage.

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

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

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

1) Nurses must have a minimum cumulative total of ten (10) years of service in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) at the time of their date of retirement. Any time spent in a classification that is not covered under the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) will not satisfy, and will not be combined with covered time to satisfy, the required time.

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

E. **Maintaining Eligibility for Employer Contribution**.

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

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

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

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

Section 4. Amount of Employer Contribution. The Employer Contribution amounts and rules in effect on June 30, 2017 will continue through December 31, 2017.

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

1. **Nurse Coverage**. For nurse health coverage for the 2018 and 2019 plan years, the Employer contributes an amount equal to ninety-five percent (95%) of the nurse-only premium of the Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage**. For dependent health coverage for the 2018 and 2019 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

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

1. **Nurse Coverage**. For nurse dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the nurse premium of the State Dental Plan, or the actual nurse premium of the dental plan chosen by the nurse. However, for calendar years beginning January 1, 2018, and January 1, 2019, the minimum nurse contribution shall be thirteen dollars and fifty cents ($13.50) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

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

1. **Newly Hired Nurses**. All nurses hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible nurses will automatically be enrolled in basic life coverage. If nurses eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, and do not waive medical coverage, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the nurse's residence at the beginning of the insurance year. If a nurse does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled. If a nurse who was re-hired after a previous separation period of 365 days or fewer does not choose a health plan administrator during open

enrollment, that supervisor and any dependents will be defaulted to the plan administrator in which they had enrolled previously.

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

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

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

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

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

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

   The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section 5A above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (A nurse and a retired nurse may add dependent health or dental coverage following the birth of a child or dependent grandchild, or

following the adoption of a child, without regard to the thirty (30) day limit.) These life events (for both nurses and retirees) are:

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

b. A change in number of dependents, including birth, death, adoption, and placement for adoption.

c. A change in employment status of the nurse, or the nurse's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the nurse, the nurse's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.

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

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

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

g. Family Medical Leave Act (FMLA) leave.

h. Judgments, decrees or orders.

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

j. Open enrollment under the plan of another Employer.

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

l. A COBRA-qualifying event.

m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).

n. Entitlement to Medicare or Medicaid.

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

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

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

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

C. **Effective Date of Coverage**.

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

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

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

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

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

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

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

D. **Open Enrollment**.

1. **Frequency and Duration**. There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Each year of the Agreement, all nurses shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days

each year of this Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement. Subject to a timely contract settlement, the Employer shall make open enrollment materials available to nurses at least fourteen (14) days prior to the start of the open enrollment period.

2. **Eligibility to Participate**. A nurse eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former nurse or dependent on continuation coverage, as described in

   Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active nurses; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active nurses, but may not add dependent coverage.

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

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

Section 6. Basic Coverages.

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

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

2. **Coverage Under the Minnesota Advantage Health Plan**. From July 1, 2017 through December 31, 2017, health coverage under the SEGIP will continue at the level in effect on June 30, 2017. Effective January 1, 2018, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

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

      1) **Plan Administrator**. Nurses must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only

during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the nurse.

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

3) **Primary Care Clinic**. Nurses and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the nurse. Nurses and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

4) **Advantage Benefit Chart for Services Incurred During Plan Years 2018 and 2019**.

2018 and 2019 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	$150/$300	$250/$500	$550/$1,100	$1,250/$2,500
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 coaching	1) $25 2) $30	1) $30 2) $35	1) $60 2) $65	1) $80 2) $85
In-Network Convenience Clinics and Online Care (deductible waived)	$0	$0	$0	$0

2018 and 2019 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Emergency room copay	$100	$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
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
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: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50
Maximum drug out-of-pocket limit (S/F)	$800/$1,600	$800/$1,600	$800/$1,600	$800/$1,600
Maximum non-drug out-of-pocket limit (S/F)	$1,200/$2,400	$1,200/$2,400	$1,600/$3,200	$2,600/$5,200

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.

d. **Services Not Requiring Authorization by a Primary Care Physician Within the Primary Care Clinic**.

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

2) **Outpatient Emergency and Urgicenter Services Within the Service Area**. The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgicenter copay is the same as the primary care clinic office visit copay.

3) **Emergency and Urgently Needed Care Outside the Service Area**. Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars ($2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars ($400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.

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

e. **Prescription Drugs**

1) **Copayments and Annual Out-of-Pocket Maximums**.

For the first and second year of the contract:

Tier 1 copayment: Fourteen dollar ($14) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Twenty-five dollar ($25) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Fifty dollar ($50) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

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

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

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

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

1) Mental health services – inpatient or outpatient.

2) Chemical dependency services – inpatient and outpatient.

3) Chiropractic services.

4) Transplant coverage.

5) Cardiac services.

6) Home infusion therapy.

7) Hospice.

g. **Individuals Whose Permanent Residence and Principal Work Location are Outside the State of Minnesota and Outside of the Service Areas of the Health Plans Participating in Advantage**. If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below. All terms and conditions outlined in the Summary of Benefits will apply.

h. **Children Living with an Ex-Spouse Outside the Service Area of the Nurse's Plan Administrator**. Covered children living with former spouses outside the service area of the nurse's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider

organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.

i. **Individuals Whose Permanent Residence is Outside the State of Minnesota and Outside the Service Areas of the Health Plans Participating in Advantage**. (This category includes nurses temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.

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

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

j. **Lifetime Maximums and Non-Prescription Out-of-Pocket Maximums**. Coverage under Advantage is not subject to a per person lifetime maximum.

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

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

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

a. At least twelve (12) weeks prior to the open enrollment period for the 2018 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral

expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2017 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

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

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

   a. **Develop Programs**.

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

      2) **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.

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.

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

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

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.

Section 7. Optional Coverages.

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

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

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

   a. **Copayments**. Effective January 1, 2018, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

c. **Annual Maximums**. State Dental Plan coverage is subject to a two thousand dollar ($2,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

d. **Orthodontia Lifetime Maximum**. Orthodontia benefits are subject to a two thousand four hundred dollar ($2,400) lifetime maximum benefit.

B. **Life Coverage**.

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

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

3. **Children/Grandchildren**. A nurse may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2A2 and 2A3 of this Article). For a new nurse, child/grandchild coverage

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

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

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

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

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

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

C. **Disability Coverage**.

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

enroll in short-term disability coverage within thirty (30) days of the event without providing evidence of insurability.

2. **Long-Term Disability Coverage**. New nurses may enroll in long-term disability insurance by their initial effective date of coverage. Nurses who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. A nurse who is insurance eligible and moves from a temporary position to a permanent position will be allowed to enroll in long-term disability coverage within thirty (30) days of the event without providing evidence of insurability. The terms are the same as for nurses who wish to add/increase during the annual open enrollment. During open enrollment only, a nurse may purchase long-term disability coverage that provides benefits of from three hundred dollars ($300) to seven thousand dollars ($7,000) per month, based on the nurse's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Nurses should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars ($300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the nurse becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

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

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

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

ARTICLE 19 - MANAGEMENT RIGHTS

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

ARTICLE 20 - RELOCATION EXPENSES

Section 1. Authorization. When it has been determined by the Appointing Authority that a nurse is required to be transferred or reassigned to a different work station or must change residence as a condition of employment, the cost of moving the nurse shall be paid by the Appointing Authority.

When a nurse must change residence in order to accept an appointment at a higher salary range offered by an Agency, the Appointing Authority may approve the reimbursement of all or a portion of the relocation expenses set forth in this Article.

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

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

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

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

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

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

Reimbursable miscellaneous expenses do not include, among others, rental of the nurse’s permanent residence, costs for improvements to either the old or new home or reimbursable deposits required in connection with the purchase or rental of the residence, real estate taxes, mortgage interest differentials, points, assessments, homeowner association fees, homeowners or renters insurance, mortgage insurance, hazard insurance, automobile or drivers license reissue fees, utility or other refundable deposits, boarding of pets, and the purchase of new furnishings or personal effects.

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

ARTICLE 21 - EXPENSE ALLOWANCES

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

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

1. the lesser of the mileage from the employee's residence to the first stop or from their permanent work location to the first stop;
2. all mileage between points visited on State business during the day;
3. the lesser of the mileage from the last stop to the employee's residence or from the last stop to their permanent work location.

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

Section 2. Automobile Expense.

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

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

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

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

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

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

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

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:

Breakfast	$ 9.00
Lunch	$11.00
Dinner	$16.00

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

Breakfast	$11.00
Lunch	$13.00
Dinner	$20.00

The metropolitan areas are:

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.

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

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars ($50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State issued credit card. If the employee receives such a card, the Appointing Authority and the employee may mutually agree to use the card in place of the advance.

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

ARTICLE 22 - BULLETIN BOARDS

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

ARTICLE 23 - CAREER DEVELOPMENT

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

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

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

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

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 120 hour limitation provided the granting of such leave will benefit the State.

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:

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

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

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

Membership in Professional Organizations. In each fiscal year, the Appointing Authority may provide direct payment to the vendor or reimburse each nurse in the bargaining unit for membership dues paid to professional organization(s) related to the nurse's job, up to a maximum of three hundred and fifty dollars ($350.00), provided the Appointing Authority determines that such funds are available. Nurses shall request the direct vendor payment or reimbursement in writing, and the Appointing Authority shall respond in writing within a reasonable period of time. However, the Appointing Authority will not pay for or reimburse membership dues to a nurse for

payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of nurses with the Employer.

ARTICLE 24 - NO STRIKE OR LOCKOUT

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

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

ARTICLE 25 - ASSOCIATION MEETINGS WITH THE APPOINTING AUTHORITY OR DEPARTMENT

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

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

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

ARTICLE 26 - WORK RULES

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

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

ARTICLE 27 - SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereof. In the event that any provision of this Agreement is found to be inconsistent with existing statutes or rules, or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail and if any provision herein is found to be

invalid or unenforceable by court or other authority having jurisdiction then such provision shall be considered void but all other provisions shall remain in full force and effect.

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

ARTICLE 28 - NURSE DRUG AND ALCOHOL TESTING POLICY

1. **INTRODUCTION**

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

2. **DEFINITIONS**

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

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

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

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

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

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

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

H. **"Valid Medical Reason"** means, 1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the nurse as the person for whose use it is intended; and, 2) the drug was prescribed,

administered, and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statues 152.12; and, 3) the drug was used in accord with the terms of the prescription. Use of any over the counter medication in accord with the terms of the product's directions for use shall also constitute a valid medical reason.

3. **PERSONS SUBJECT TO TESTING**

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

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

A. **Probable Cause Testing**.

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

1. is under the influence of drugs or alcohol while the nurse is working or while the nurse is on the Appointing Authority's premises or operating the Appointing Authority's vehicle, machinery or equipment; or,

2. has violated the Appointing Authority's written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol insofar as the work rules apply to on-duty conduct.

5. **REFUSAL TO UNDERGO TESTING**

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

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

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

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

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

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

6. **PROCEDURE FOR TESTING**

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

B. **Test Sample**: The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to nurses to the extent of practicable, consistent with preventing tampering with the sample, and shall conform with applicable rules of the Commissioner of Health. All test samples shall be obtained by or under the direct supervision of a health care professional from a medical facility of the Appointing Authority's selection. However, such facility cannot be a state owned or operated medical facility.

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

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

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

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

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

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

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

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

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

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

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

g. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Appointing Authority concerning the reliability of, or explanation for, a positive test result unless

the nurse was under an affirmative duty to provide the information before, upon or after hire;

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

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

8. **ACTION AFTER TEST**

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

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

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

9. **DATA PRIVACY**

The purpose of collecting a body component sample of blood, breath or urine is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the nurse for employment. The Appointing Authority may refuse to supply the requested data; however, refusal to supply

the requested data may affect the person's employment status. The employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order. All data on the request for a test, the testing, the test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, manager, or confidential nurses directly involved in the case.

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

Employee Name_____ Social Security No._____

Date of Birth _/ /__ M _____F _____Date _/ /__ Time _____am/pm

Name of Supervisor/Agent Requesting Exam_____

Name of Appointing Authority or Designee Authorizing Testing_____

Medical Consent:

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

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: _____

ARTICLE 29 - NON-DISCRIMINATION

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

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

ARTICLE 30 - ADA/WORKERS' COMPENSATION

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

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

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

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

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

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

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

ARTICLE 31 - DURATION

The provisions of this Agreement take the place of all previous Agreements and shall become effective the 27 day of March, 2018, subject to the ratification by the Ninetieth (90th) Session of the Legislature or during the interim, the acceptance by the Legislative Subcommittee on Employee Relations and shall remain in full force and effect through the 30th day of June, 2019.

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

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

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

FOR THE ASSOCIATION

Lori Olson, RN
MNA Chair Person

Wesley DeBerry
MNA Labor Relations Specialist

FOR THE EMPLOYER

Myron Frans, Commissioner
Minnesota Management & Budget

Edwin Hudson, Deputy Commissioner
Enterprise Human Capital Division of
Minnesota Management & Budget

Valerie Darling, Labor Relations Consultant 4
Minnesota Management & Budget

Joy Hargons, Labor Relations Consultant 4
Minnesota Management & Budget

Dorilee Leland, Enterprise Director of
Classification and Compensation,
Minnesota Management & Budget

APPENDIX A

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

	Eight (8) Hour Shift Hours of Holiday Pay	Nine (9) Hour Shift Hours of Holiday Pay	Ten (10) Hour Shift Hours of Holiday Pay	Twelve (12) 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	0
➢ at least 4.5 but less than 13.5	1	1.125	1.25	1.5
➢ at least 13.5 but less than 22.5	2	2.25	2.5	3
➢ at least 22.5 but less than 31.5	3	3.375	3.75	4.5
➢ at least 31.5 but less than 40.5	4	4.5	5	6
➢ at least 40.5 but less than 49.5	5	5.625	6.25	7.5
➢ at least 49.5 but less than 58.5	6	6.75	7.5	9
➢ at least 48.5 but less than 67.5	7	7.875	8.75	10.5
➢ at least 67.5 hours worked	8	9	10	12

	Eight (8) Hour Shift Hours of Holiday Pay	Nine (9) Hour Shift Hours of Holiday Pay	Ten (10) Hour Shift Hours of Holiday Pay	Twelve (12) Hour Shift Hours of Holiday Pay
For a pay period containing two (2) holidays:				
➢ less than 4 hours worked	0	0	0	0
➢ at least 4 but less than 12	1	1.125	1.25	1.5
➢ at least 12 but less than 20	2	2.25	2.5	3
➢ at least 20 but less than 28	3	3.375	3.75	4.5
➢ at least 28 but less than 36	4	4.5	5	6
➢ at least 36 but less than 44	5	5.625	6.25	7.5
➢ at least 44 but less than 52	6	6.75	7.5	9
➢ at least 52 but less than 60	7	7.875	8.75	10.5
➢ at least 60 hours worked	8	9	10	12
For a pay period containing three (3) holidays:				
➢ less than 3.5 hours worked	0	0	0	0
➢ at least 3.5 but less than 10.5	1	1.125	1.25	1.5
➢ at least 10.5 but less than 17.5	2	2.25	2.5	3
➢ at least 17.5 but less than 24.5	3	3.375	3.75	4.5
➢ at least 24.5 but less than 31.5	4	4.5	5	6

	Eight (8) Hour Shift Hours of Holiday Pay	Nine (9) Hour Shift Hours of Holiday Pay	Ten (10) Hour Shift Hours of Holiday Pay	Twelve (12) Hour Shift Hours of Holiday Pay
➢ at least 31.5 but less than 38.5	5	5.625	6.25	7.5
➢ at least 38.5 but less than 45.5	6	6.75	7.5	9
➢ at least 45.5 but less than 52.5	7	7.875	8.75	10.5
➢ at least 67.5 hours worked	8	9	10	12

**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.

APPENDIX B

Eligible nurses with the exception of those in the Registered Nurse Advanced Practice or Psychiatric Advanced Practice Registered Nurse classifications being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated according to the rate table listed below:

HOURS OF VACATION ACCRUED DURING EACH
PAYROLL PERIOD OF CONTINUOUS SERVICE

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

APPENDIX B1

Eligible nurses in the Registered Nurse Advance Practice or Psychiatric Advanced Practice Registered Nurse classifications being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated according to the rate table listed below:

HOURS OF VACATION ACCRUED DURING EACH
PAYROLL PERIOD OF CONTINUOUS SERVICE

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

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 least19-1/2, 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
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

APPENDIX C - SICK LEAVE

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

HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD

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

APPENDIX D-1
UNIT 205 MNA NURSES
CLASSES AND SALARIES AS OF JULY 1, 2017

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	31.66	45.05	5,509	7,839	66,106	94,064
000478	Nursing Education Specialist	5A	205	57J	31.66	45.05	5,509	7,839	66,106	94,064
001613	Nursing Evaluator 2	5A	205	55K	29.25	43.33	5,090	7,539	61,074	90,473
003884	Psych Adv Practice Reg Nurse	5A	205	62H	44.49	58.57	7,741	10,191	92,895	122,294
000570	Public Health Nursing Adv	5A	205	56I	30.45	41.65	5,298	7,247	63,580	86,965
001047	Public Health Nursing Adv Sr	5A	205	57J	31.66	45.05	5,509	7,839	66,106	94,064
001878	Registered Nurse	5A	205	54K	28.13	41.65	4,895	7,247	58,735	86,965
003610	Registered Nurse Advanced Prac	5A	205	62H	44.49	58.57	7,741	10,191	92,895	122,294
001881	Registered Nurse Principal	5A	205	57J	31.66	45.05	5,509	7,839	66,106	94,064
001880	Registered Nurse Senior	5A	205	55K	29.25	43.33	5,090	7,539	61,074	90,473

APPENDIX D-1
Compensation Grid 5A
Unit 205 MNA Nurses Ranges 52 – 64
Effective 7/1/2017 – 6/30/2018

Comp Code		A	B	C	D	E	F	G	H	I	J	K	Comp Code
Step		01	02	03	04	05	06	07	08	09	10	11	Step
Range													Range
52	YR	49,820	51,762	53,850	56,000	58,255	60,573	62,974					52
	MO	4,152	4,313	4,487	4,667	4,855	5,048	5,248					
	HR	23.86	24.79	25.79	26.82	27.90	29.01	30.16					
54	YR	58,735	61,074	63,580	66,106	68,737	71,451	74,333	77,298	80,367	83,624	86,965	54
	MO	4,895	5,090	5,298	5,509	5,728	5,954	6,194	6,441	6,697	6,969	7,247	
	HR	28.13	29.25	30.45	31.66	32.92	34.22	35.60	37.02	38.49	40.05	41.65	
55	YR	61,074	63,580	66,106	68,737	71,451	74,333	77,298	80,367	83,624	86,965	90,473	55
	MO	5,090	5,298	5,509	5,728	5,954	6,194	6,441	6,697	6,969	7,247	7,539	
	HR	29.25	30.45	31.66	32.92	34.22	35.60	37.02	38.49	40.05	41.65	43.33	
56	YR	63,580	66,106	68,737	71,451	74,333	77,298	80,367	83,624	86,965			56
	MO	5,298	5,509	5,728	5,954	6,194	6,441	6,697	6,969	7,247			
	HR	30.45	31.66	32.92	34.22	35.60	37.02	38.49	40.05	41.65			
57	YR	66,106	68,737	71,451	74,333	77,298	80,367	83,624	86,965	90,473	94,064		57
	MO	5,509	5,728	5,954	6,194	6,441	6,697	6,969	7,247	7,539	7,839		
	HR	31.66	32.92	34.22	35.60	37.02	38.49	40.05	41.65	43.33	45.05		
59	YR	82,580	85,921	89,325	92,895	96,654	100,495	104,525	108,660				59
	MO	6,882	7,160	7,444	7,741	8,054	8,375	8,710	9,055				
	HR	39.55	41.15	42.78	44.49	46.29	48.13	50.06	52.04				62
62	YR	92,895	96,654	100,495	104,525	108,660	113,023	117,575	122,294	127,180	132,275	137,557	
	MO	7,741	8,054	8,375	8,710	9,055	9,419	9,798	10,191	10,598	11,023	11,463	
	HR	44.49	46.29	48.13	50.06	52.04	54.13	56.31	58.57	60.91	63.35	65.88	
63	YR	96,654	100,495	104,525	108,660	113,023	117,575	122,294	127,180	132,275	137,557	143,070	63
	MO	8,054	8,375	8,710	9,055	9,419	9,798	10,191	10,598	11,023	11,463	11,922	
	HR	46.29	48.13	50.06	52.04	54.13	56.31	58.57	60.91	63.35	65.88	68.52	
64	YR	100,495	104,525	108,660	113,023	117,575	122,294	127,180	132,275	137,557	143,070	148,791	64
	MO	8,375	8,710	9,055	9,419	9,798	10,191	10,598	11,023	11,463	11,922	12,399	
	HR	48.13	50.06	52.04	54.13	56.31	58.57	60.91	63.35	65.88	68.52	71.26	
Step		01	02	03	04	05	06	07	08	09	10	11	Step
Comp Code		A	B	C	D	E	F	G	H	I	J	K	Comp Code

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, 2018

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	32.37	46.06	5,632	8,014	67,589	96,173
000478	Nursing Education Specialist	5A	205	57J	32.37	46.06	5,632	8,014	67,589	96,173
001613	Nursing Evaluator 2	5A	205	55K	29.91	44.30	5,204	7,708	62,452	92,498
003884	Psych Adv Practice Reg Nurse	5A	205	62K	45.49	67.36	7,915	11,721	94,983	140,648
000570	Public Health Nursing Adv	5A	205	56I	31.14	42.59	5,418	7,411	65,020	88,928
001047	Public Health Nursing Adv Sr	5A	205	57J	32.37	46.06	5,632	8,014	67,589	96,173
001878	Registered Nurse	5A	205	54K	28.76	42.59	5,004	7,411	60,051	88,928
003610	Registered Nurse Advanced Prac	5A	205	62H	45.49	59.89	7,915	10,421	94,983	125,050
001881	Registered Nurse Principal	5A	205	57J	32.37	46.06	5,632	8,014	67,589	96,173
001880	Registered Nurse Senior	5A	205	55K	29.91	44.30	5,204	7,708	62,452	92,498

APPENDIX D-2
Compensation Grid 5A
Unit 205 MNA Nurses
Ranges 52 – 64
Effective 7/1/2018 - 6/30/2019

Comp Code		A	B	C	D	E	F	G	H	I	J	K	Comp Code
Step		01	02	03	04	05	06	07	08	09	10	11	Step
Range													Range
52	YR	50,947	52,931	55,061	57,253	59,571	61,930	64,394					52
	MO	4,246	4,411	4,588	4,771	4,964	5,161	5,366					
	HR	24.40	25.35	26.37	27.42	28.53	29.66	30.84					
54	YR	60,051	62,452	65,020	67,589	70,282	73,059	76,003	79,031	82,184	85,504	88,928	54
	MO	5,004	5,204	5,418	5,632	5,857	6,088	6,334	6,586	6,849	7,125	7,411	
	HR	28.76	29.91	31.14	32.37	33.66	34.99	36.40	37.85	39.36	40.95	42.59	
55	YR	62,45	65,020	67,589	70,282	73,059	76,003	79,031	82,184	85,504	88,928	92,498	55
	MO	5,204	5,418	5,632	5,857	6,088	6,334	6,586	6,849	7,125	7,411	7,708	
	HR	29.91	31.14	32.37	33.66	34.99	36.40	37.85	39.36	40.95	42.59	44.30	
56	YR	65,020	67,589	70,282	73,059	76,003	79,031	82,184	85,504	88,928			56
	MO	5,418	5,632	5,857	6,088	6,334	6,586	6,849	7,125	7,411			
	HR	31.14	32.37	33.66	34.99	36.40	37.85	39.36	40.95	42.59			
57	YR	67,589	70,282	73,059	76,003	79,031	82,184	85,504	88,928	92,498	96,173		57
	MO	5,632	5,857	6,088	6,334	6,586	6,849	7,125	7,411	7,708	8,014		
	HR	32.37	33.66	34.99	36.40	37.85	39.36	40.95	42.59	44.30	46.06		
59	YR	84,439	87,863	91,329	94,983	98,825	102,750	106,885	111,102				59
	MO	7,037	7,322	7,611	7,915	8,235	8,563	8,907	9,259				
	HR	40.44	42.08	43.74	45.49	47.33	49.21	51.19	53.21				62
62	YR	94,983	98,825	102,750	106,885	111,102	115,571	120,227	125,050	130,041	135,261	140,648	
	MO	7,915	8,235	8,563	8,907	9,259	9,631	10,019	10,421	10,837	11,272	11,721	
	HR	45.49	47.33	49.21	51.19	53.21	55.35	57.58	59.89	62.28	64.78	67.36	
63	YR	47.33	49.21	51.19	53.21	55.35	57.58	59.89	62.28	64.78	67.36	70.06	63
	MO	8,235	8,563	8,907	9,259	9,631	10,019	10,421	10,837	11,272	11,721	12,190	
	HR	47.33	49.21	51.19	53.21	55.35	57.58	59.89	62.28	64.78	67.36	70.06	
64	YR	102,750	106,885	111,102	115,571	120,227	125,050	130,041	135,261	140,648	146,285	152,132	64
	MO	8,563	8,907	9,259	9,631	10,019	10,421	10,837	11,272	11,721	12,190	12,678	
	HR	49.21	51.19	53.21	55.35	57.58	59.89	62.28	64.78	67.36	70.06	72.86	
Step		01	02	03	04	05	06	07	08	09	10	11	Step
Comp Code		A	B	C	D	E	F	G	H	I	J	K	Comp Code

YR – Yearly Salary Rate

MO – Monthly Salary Rate

HR – Hourly Salary Rate

APPENDIX E

The following is an alphabetical listing of state departments, agencies, etc. which are the seniority units where the Minnesota Nurses Association has exclusive bargaining rights for registered nurses at the time this Agreement was signed. Seniority units are indicated by an asterisk.

*Board of Nursing

Corrections, Department of (each facility is a seniority unit)
- *Minnesota Correctional Facility - Faribault
- *Minnesota Correctional Facility - Lino Lakes
- *Minnesota Correctional Facility - Oak Park Heights
- *Minnesota Correctional Facility - Red Wing
- *Minnesota Correctional Facility - Rush City
- *Minnesota Correctional Facility - Shakopee
- *Minnesota Correctional Facility - St. Cloud
- *Minnesota Correctional Facility - Stillwater
- *Minnesota Correctional Facility - Togo
- *Minnesota Correctional Facility - Willow River/Moose Lake

Education, Department of
- *Minnesota Academy for the Deaf

*Health, Department of

Human Services, Department of
- *Anoka Region
- *Bemidji Region
- *Brainerd Region
- *Central Office
- *Fergus Falls Region
- *Community Support Services (CSS)
- *Moose Lake Region
- *MSOCS
- *St. Peter Region
- *Willmar Region

Minnesota State
*Alexandria Technical College
*Anoka Technical College
*Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses)
*Bemidji State University (aligned with Northwest Technical College)
*Central Lakes College (Brainerd/Staples Campuses)
*Century College
*System Office
*Dakota County Technical College
*Fond du Lac Tribal and Community College
*Hennepin Technical College (Brooklyn Park, Eden Prairie)

*Hibbing Community College (including Paulucci Space Theater)
*Inver Hills Community College
*Itasca Community College
*Lake Superior College
*Mesabi Range Community & Technical College
*Metropolitan State University (Brooklyn Park, Midway, Minneapolis, St. Paul)
*Minneapolis Community and Technical College
*Minnesota State College – Southeast- Red Wing
*Minnesota State College - Southeast- Winona
*Minnesota State Community and Technical College - Detroit Lakes
*Minnesota State Community and Technical College - Fergus Falls
*Minnesota State Community and Technical College - Moorhead
*Minnesota State Community and Technical College - Wadena
*Minnesota State University, Mankato
*Minnesota State University, Moorhead
*Minnesota West Community and Technical College - Canby (including Marshall)
*Minnesota West Community and Technical College - Granite Falls
*Minnesota West Community and Technical College - Jackson
*Minnesota West Community and Technical College - Pipestone (including Luverne)
*Minnesota West Community and Technical College - Worthington
*Normandale Community College
*North Hennepin Community College
*Northland Community and Technical College - East Grand Forks
*Northland Community and Technical College - Thief River Falls
*Northwest Technical College (Bemidji)
*Northwest Technical College (Perham)
*Pine Technical and Community College
*Rainy River Community College
*Ridgewater College - Hutchinson
*Ridgewater College - Willmar
*Riverland Community College – A Community & Technical College (including Albert Lea, Austin, Owatonna)
*Rochester Community and Technical College
*St. Cloud State University
*St. Cloud Technical & Community College
*Saint Paul College
*South Central College - Faribault Campus
*South Central College - North Mankato/Mankato
*Southwest Minnesota State University
*Vermilion Community College
*Winona State University

*Perpich Center for Arts Education

*Transportation, Department of

*Veterans Affairs, Department of - Veterans Home - Fergus Falls

*Veterans Affairs, Department of - Veterans' Home – Hastings
*Veterans Affairs, Department of - Veterans' Home – Luverne
*Veterans Affairs, Department of - Veterans' Home – Minneapolis
*Veterans Affairs, Department of - Veterans' Home - Silver Bay

The Employer reserves the right to add or delete seniority units.

APPENDIX F - STATUTORY LEAVES

Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 16 of this contract.

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 - 181.9413	Parenting Leave, School Conference and Activities Leave, and Sick Child Benefits, Care of Relatives
181.945	Bone Marrow Donation Leave
181.9456	Organ 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

APPENDIX G - COMMITTEE ON PROFESSIONAL NURSING CONCERNS

The parties agree to establish a joint labor management committee composed of no more than six (6) representatives each from the Employer and the Association. Included on the committee as representatives of the Employer shall be representatives of the Department of Human Services (including the Chief Medical Officer or designee when the topic dictates his/her participation), the Department of Corrections, the Department of Veteran's Affairs, and the Department of Health. The committee shall meet quarterly or as mutually agreed.

The purpose of the committee shall be to meet and confer on professional nursing issues regarding the Employer's policies concerning the health and safety of nurses, professional obligations of nurses, licensing matters and other policies and procedures under M.S. 179A.07(3).

The committee shall discuss issues of health and safety in the following areas:

- Control of infectious and contagious diseases
- Feasibility of providing annual blood tests or other appropriate tests for nurses whose job related duties may subject them to recognized health hazards
- Right to Know training
- Establishment of local Association/Employer Committees
- Screening of chemical abuse
- Additional issues of mutual concern

Further, the committee shall study issues affecting nursing practice in State Institutions. These shall include, but not be limited to, the following:

- Career Development
- Cross training
- Quality Assurance and Peer Review
- Procedures involving reporting to regulatory boards
- Recommendations of Accreditation reviews
- Establishment of local nursing practice committees
- Staffing patterns system
- Patient classification
- Working environment to attract and retain nurses

Association representatives shall be permitted to attend the aforementioned meetings without loss of pay. An Appointing Authority shall not incur overtime costs as a result of nurse participation on the Committee or as a result of coverage for the nurse's previously assigned shift.

APPENDIX H - DEPARTMENT OF HUMAN SERVICES LOCAL AND DEPARTMENTAL LABOR/MANAGEMENT COMMITTEES

A. **Local Committees**

A Local Labor/Management Committee shall be established for each facility of the Department of Human Services. Included on the Committee as representatives for the Appointing Authority shall be a representative from the Commissioner's Office, the medical staff at the facility, and the CEO or designee and representatives of the Association shall be a MNA staff representative and up to four (4) nurses from the facility.

The Committee shall:

1. Discuss how nurses can identify quality of care issues.

2. Discuss how nurses can influence changes in policy and practices.

3. Identify mechanisms within the facility to recognize the full utilization of nurses' roles.

4. Adequate staffing.

The Committee shall meet at least once a month for a period of six months.

B. **Departmental Committee**

Within one month after the conclusion of the Local Labor/Management Committee meetings, a Labor/Management Committee shall be established for the Department of Human Services. The Committee shall consist of Department representatives from the Commissioner's office and one from each facility and one Association representative from each facility as well as a MNA staff representative. The Committee shall meet at least bi-monthly.

The Committee shall discuss issues raised at the Department of Human Services Local Labor/Management Committees and other issues raised by Department Committee representatives.

The objective of the Committee is to thoroughly discuss issues brought to the Committee and to determine methods of resolution of these issues.

Association representatives shall be permitted to attend the Local and Department Committee meetings without loss of pay. An Appointing Authority shall not incur overtime costs as a result of nurse participation on the Committee(s) or as a result of coverage for the nurse's previously assigned shift.

APPENDIX I - DEPARTMENT OF HUMAN SERVICES - ALL INSTITUTIONS

Article 1
No Layoff Agreement

Section 1.

This Agreement is made between the State of Minnesota and the various bargaining unit representatives with respect to the restructuring of the State's health facility system and opportunities which will be provided employees as change occurs.

This Agreement will become effective only if the Legislature substantially authorizes the policy and funding necessary to implement the department's re-structuring plan.

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interests of affected State employees under the re-structuring. These terms shall be part of the Collective Bargaining Agreements between parties and shall be implemented through the Master and Supplemental Agreements.

1. As a result of changes in the department's service delivery system, no person employed by a State operated treatment center or nursing home except a temporary employee, intermittent or emergency employee shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited employees shall not be involuntarily reduced. The hours of work of part-time employees shall not be involuntarily reduced below their current level of Employer paid insurance contributions.

Employees hired on or after November 1, 2005 shall retain only those rights provided for under the normal separation procedures.

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.

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 precluded from exercising another option from items 1.1 - 1.4 at a later time, unless the employee's position is subsequently eliminated as a result of re-structuring. An employee who selected the job and training opportunities shall be guaranteed one job and training opportunity within twelve (12) months of selecting the job and retraining option.

Section 3. Job and Re-training Opportunities.

1.1 A position in the same or transferable class or as a promotion or demotion. The position must be within the same employment condition and must be at the same or a higher insurance contribution level.

1.2 A position which the parties agree can best be filled by upgrading existing staff and for which the employer agrees to pay the cost of necessary training or certification. Relocation expenses will be paid by DHS per the Master Agreement,

1.3 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in pay) and the subsequent offer of that job within DHS or another State agency. Relocation expenses will be paid by DHS per the Master Agreement,

1.4 A position at any State agency pursuant to the activation of M.S. 246.60 by the Commissioner of Minnesota Management & Budget and Administration. Relocation expenses will be paid by DHS per the Master Agreement.

An employee who refuses a job and training opportunity not requiring relocation waives his/her right to enhanced separation. An employee who does not accept a job and training opportunity requiring relocation shall be entitled to select the enhanced separation option or normal separation.

Employees who have not been offered a position within twelve (12) months of selecting the Job and Retraining Option shall be offered Option 2, Enhanced Separation or Option 3, Normal Separation.

Employees who selected the Job and Retraining Option prior to November 1, 2005 shall have their twelve (12) month timeframe begin effective the November 1, 2005 date.

Section 4. Enhanced Separation Package.

2.1 Retirement, with Employer paid insurance benefits: The employee shall continue to receive the Employer contribution toward health and dental insurance equal to one hundred percent of the current annual contribution for themselves and their enrolled

dependents. DHS will absorb subsequent increases up to $200. Increases beyond $200 will be the employee's responsibility; or

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; or,

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.

An employee electing the enhanced separation options waives his/her recall rights under the Collective Bargaining Agreements.

Section 5. Normal Separation Package.

3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

Article 2
Memorandum of Understanding - Implementation Procedures

Section 1. Non-Eligible Employees.

1. The following types of employees are not governed by any of the terms of the Memorandum of Understanding:

   a. part-time and full-time temporary employees, including student workers and temporary unclassified employees.

   b. part-time and full-time emergency employees.

   c. any permanent or probationary employee hired on or after November 1, 2005.

   d. intermittent employees. However, such employees are eligible for the layoff and recall provisions of the parties' Collective Bargaining Agreements except that the vacancy and bumping options shall not be available to the employees. Layoff and recall provisions include:

      1. cash out of any existing accumulated vacation balance.
      2. severance pay pursuant to the parties' Collective Bargaining Agreements.
      3. placement on the layoff lists for the employment condition from which they were laid off (intermittent).

Section 2. Procedure.

1. The Appointing Authority shall determine the position(s) in the classification or class option, if one exists, employment condition and work location within the facility which is to be eliminated by implementation of the Department's restructuring plan.

2. The Appointing Authority shall notify the exclusive representatives of the classification(s) and number of positions to be eliminated within the timeframe and manner specified in the applicable Collective Bargaining Agreement.

3. Provisional and emergency employees shall be terminated before the elimination of positions of probationary or permanent employees in the same class and employment condition within the facility.

4. The Appointing Authority shall post the position(s) by class (or class option), employment condition, seniority unit, and work location that are to be eliminated for a minimum of seven (7) calendar days electronically and/or on all employee bulletin boards where employees in the facility in the class are stationed. When the seven (7) calendar day posting requirement would be met on a Saturday, Sunday or holiday, the expiration date of the posting shall be the day following the weekend or holiday.

5. Simultaneously with the above posting, the Appointing Authority shall post the list of available jobs. During the seven (7) day posting period, employees may express a willingness to be at risk. At the end of the seven (7) day period employees for whom a desired option still exists shall be placed at risk and the employees shall indicate their desire to select either mitigation to layoff options 1, 2, or 3. If the employee picks mitigation to layoff option 1, the employee shall also notify the Personnel Office/Job Center in writing of his/her specific job and training opportunity option/position. If the employee picks mitigation to layoff option 2, the employee shall also notify the Personnel Office/Job Center in writing of his/her choice of retirement with Employer contribution to insurance, one-time enhanced payment, or educational payment. Designation of at-risk employees and the awarding of available job and retraining opportunities shall be made in seniority order within the affected classifications.

   For employees represented by MAPE and MMA, “seniority” shall be defined as Classification Seniority; for employees represented by MNA, “seniority” shall be defined as Bargaining Unit Seniority; for employees represented by AFSCME, Council No. 5 AFL-CIO, “seniority” shall be defined as State Seniority; and for employees represented by SRSEA “seniority” shall be defined pursuant to Collective Bargaining Agreement between the parties.

   It is further understood that classifications which are recognized as part of a junior/senior plan shall be treated as one classification for purposes of this Agreement.

6. At the end of the seven (7) day posting period, if no employee(s) has indicated his/her desire to be declared “at-risk”, the least senior employee(s) (as defined in #5 above) shall be notified in writing by the Appointing Authority that he/she is declared to be “at-risk.” The employee shall provide written receipt of this notice to the Appointing Authority.

   The written notice shall state that the employee may select one of the following employee mitigation to layoff options:

   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-time enhanced payment/education payment; and/or separation benefits under the applicable Collective Bargaining Agreement.

7. An employee who is away from his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit in writing an advance option selection, if he/she wishes to exercise option 2 or option 3.

   If an employee is on an approved leave of absence at the time his/her position is determined to be “at-risk,” the employee shall be notified by certified mail. A copy of such notice shall also be sent to the Union/Local Union/Association office.

   An employee on leave at the time his/her position is declared “at-risk” shall be given the opportunity to select option 1, 2, or 3. If he/she selects option 1, the employee shall be able to choose from available job and retraining options at the time his/her leave expires. It is understood this does not prevent an employee from terminating his/her leave and selecting a job and retraining option at the time he/she is declared “at-risk.”

8. The Appointing Authority may, with the agreement of the Union/Local Union/Association office, designate individual employees at risk out of order seniority.

9. If an employee selects the enhanced separation package or the normal separation package, he/she shall be precluded from selecting a job and training opportunity.

10. An employee selecting the job and retraining opportunities may choose any of the available options.

It is understood that all available job and retraining options may not be available to any given employee depending upon the job and retraining option selected by another employee. Employees may be asked to rank their order of preference of available jobs and retraining options. The employee with the most seniority (as defined in #5 above) shall receive his/her first preference. Subsequent job and retraining options shall be made on the basis of seniority (as defined in #5 above).

11. Once an employee selects a particular job and retraining opportunity option, the employee is precluded from exercising another job and retraining opportunity option at a later time, unless the employee's position is subsequently eliminated as a result of the Department's restructuring plan (e.g., an employee from one Regional Treatment Center accepts a position at another Regional Treatment Center and the employee's position at the RTC is subsequently eliminated because of the Department's restructuring plan).

12. An employee who refuses a job and retraining opportunity option that is within a reasonable commuting distance shall not be eligible for an enhanced separation package option. The employee who refuses such a job and retraining opportunity shall be laid off pursuant to the applicable Collective Bargaining Agreement. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.

Section 3. Job and Retraining Opportunities.

1. The availability of positions shall be based upon the Minnesota Management & Budget's "active requisition" list.

   Employees who are interested in a vacancy shall have the claim to that position made by their current Personnel Director/Job Center.

2. An employee who selects the job and retraining opportunities option shall be offered one job and retraining opportunity within twelve (12) months of selecting the job and retraining option.

   Employees who have not been offered a position within twelve (12) months of selecting the Job and Retraining Option shall be offered Option 2, Enhanced Separation or Option 3, Normal Separation.

3. All positions shall first be posted pursuant to the applicable Collective Bargaining Agreement. If, at the time the position is posted there is a qualified "at risk" employee in the same employment condition, expressions of interest will be limited to employees in the same employment condition and insurance contribution level. However, the parties may negotiate at a later time changes in the procedures for filling positions in State Operated community based residential or day habilitation services or positions in the technical support group for these services.

4. Positions to be offered will be:

   - in a same or transferable class, or
   - as a promotion or demotion,

- in the same employment condition, and
- at the same or a higher insurance contribution level

5. The covered expenses for employees who receive relocation allowances shall be pursuant to the applicable Collective Bargaining Agreement.

   The parties may negotiate changes to the eligibility for relocation expenses in the applicable Collective Bargaining Agreement for employees at other facilities at a later time.

6. An employee who transfers within the same class or receives a job offer as a demotion to a different class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary within the range of the new class. However, for either a transfer or a demotion (obtained as a job offer), an employee receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.

   An employee who is promoted is entitled to a salary adjustment as defined in the Collective Bargaining Agreement.

7. The Department shall supply the exclusive representatives with a list of possible positions for which an employee could qualify with up to 160 hours training. Upon the request of an exclusive representative the Department shall meet with the exclusive representative to discuss the determinations. Such training shall be on State time and be paid for by the Department.

8. An employee may agree to accept a position in a different employment condition and the employee shall be considered in such employment condition for purposes of the applicable Collective Bargaining Agreement. In this situation, the employee shall be considered to have been offered a job in the same employment condition.

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,
    b) up to forty (40) hours as initiated by the employee, submitted fourteen (14) days in advance, and not unreasonably denied by the supervisor, and
    c) eighty (80) hours at the discretion of the Appointing Authority.

    For b) and c) above, an expedited appeal process is available to employees who believe their requests have been unreasonably denied.

    The Appointing Authority may require confirmation of the occurrence of such interviews or skill improvement opportunities. The employee shall not be eligible for expenses.

Section 4. Enhanced Separation Package.

An employee who selects the enhanced separation package option may select option 2.1, if eligible, option 2.2 or 2.3.

2.1 Retirement; with Employer paid insurance benefits as negotiated under chapter 605 (1988 session laws). The employee shall continue to receive the Employer contribution toward health and dental insurance equal to one hundred percent of the current annual contribution for themselves and their enrolled dependents. DHS will absorb subsequent increases up to $200.

Increases beyond $200 will be the employee's responsibility.

Employees who elected the employer paid insurance benefits prior to November 1, 2005 will continue to receive one hundred percent of the Employer contribution toward health and dental insurance regardless of rate increases.

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 to Health and Dental Insurance Premiums

    a. An employee shall be eligible for the Employer contribution to health and dental insurance premiums if the employee meets the following conditions:

i. has not yet attained the age of sixty-five (65); and terminates active employment in State service and is eligible and applies for a retirement annuity
ii. has three (3) or more years of continuous service.

b. An employee shall be eligible to receive the contribution toward the Employer paid health and dental insurance premiums to which he/she was entitled at the time of retirement.

The employee shall continue to receive the Employer contribution toward health and dental insurance equal to one hundred percent of the current annual contribution for themselves and their enrolled dependents. DHS will absorb subsequent increases up to $200.

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.

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.

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.

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:

Linda Lange
Business Representative
Minnesota Nurses Association

Bev Hall
Business Representative
Minnesota Nurses Association

Mark Gilbertson, RN
MNA Representative

Date

For the Employer:

Tudy Fowler
Labor Relations Manager
Department of Human Services

Sandi Blaeser
Labor Relations
Department of Finance & Employee Relations

APPENDIX J - MINNESOTA STATE COLLEGES AND UNIVERSITIES (MINNESOTA STATE)

Tuition Waiver

There shall be available to nurses of the Minnesota State System a tuition waiver as set forth below. The Association shall have the choice whether to participate in this waiver or not. The parties agree that should the Association attempt to expand this tuition waiver beyond nurses of the Minnesota State System, the waiver shall immediately cease.

Full-time unlimited and seasonal, and part-time unlimited and seasonal nurses, upon completion of three (3) consecutive years of service in the Minnesota State System, shall be entitled to enroll in credit courses on a "space available" basis without payment of tuition. Such enrollment shall not exceed twenty (20) semester credits for a year, running from fall semester through summer session.

The nurse will pay the applicable fees.

1. Nurses at the State University shall have tuition waived at any State University.
2. Nurses at the Technical, Community or Co-located College shall have tuition waived at any Technical, Community or Co-located College.

3. Nurses at the System office shall have this tuition waiver apply and must take a one-time choice of 1 or 2 as stated above.

4. The nurse's spouse or dependent child(ren) may share this tuition waiver not to exceed sixteen (16) credits.

The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate program.

The terms of this appendix shall become effective the first semester following the approval of this Agreement by the Joint Sub-committee on Employee Relations.

APPENDIX K

DATE: November 3, 1989

TO: Department of Human Services Facilities
Minnesota Veterans Home Facilities

FROM: Nancy Arneson McClure /s/
Deputy State Negotiator

PHONE: 296-2599

RE: Overtime Assignments for Registered Nurses

During the 1989-91 negotiations between the State and the Minnesota Nurses Association, the nurses raised an issue regarding assigning (also known as "mandating" or "inversing") registered nurses to cover overtime when the overtime was initially offered to an LPN, and there were no LPN volunteers. We agreed with the MNA to communicate to facilities how this situation should be handled.

Once management has determined which job class(es) will perform an overtime assignment, management must assign the overtime to a qualified employee in that class(es) if there are no volunteers. For example, if you determine that an LPN overtime assignment is necessary, you offer the overtime to qualified LPNs (this may include LPNs and LPN Srs). If no LPNs volunteer for the overtime, you may ask for RN volunteers. However, if you have no RN volunteers, and must assign the overtime, the assignment must be made to a qualified LPN. An exception to this would occur in the rare circumstance in which no qualified LPN is available for the overtime assignment.

In no case should you combine classes covered by MNA and other contracts when offering or assigning overtime.

If you have any questions, please contact your Personnel or Labor Relations Director.

December 23, 1991

Mr. Robert Wiesner
MN Nurses Association
1295 Bandana Blvd. No.
Suite 140
St. Paul, Minnesota 55108-5115

Dear Bob:

As a result of the 1993-95 negotiations with the Minnesota Nurses Association, the Employer agrees that when an Appointing Authority initiates a reorganization planning process or management study which may result in a layoff of MNA Bargaining Unit Employees, the Appointing Authority will meet and confer with the Association during the planning phase and again during the implementation phase.

Thank you for your cooperation in this matter. If you have any questions, please contact me.

Sincerely,

Paul A. Larson

Paul Larson
Labor Relations Representative

September 7, 1999

Linda Lange
Staff Specialist
Minnesota Nurses Association
1295 Bandana Blvd. North, Suite 140
St. Paul, MN 55108-5115

Dear Linda:

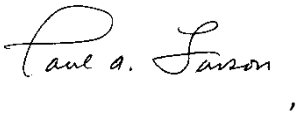
During the 1999-01 round of bargaining between the Minnesota Nurses Association and the State of Minnesota, the parties discussed the subject relating to nurses who are injured during the course of their duties while at work.

Because of the limited amount of time available during bargaining and the number of issues relating to this matter, the Department of Finance & Employee Relations has agreed to meet and confer with you within 90 days after the legislative ratification of the 99-01 agreement. The purpose of the meet and confer will be to determine what information will be gathered for the purpose of conducting a study on nurses who are injured while on duty and to compare those results with other state employees in like situations.

It is further agreed that the results of this study will be presented to the parties in preparation for the 01-03 round of bargaining.

On behalf of the State of Minnesota, I look forward to working with you.

Sincerely



Paul Larson
Assistant State Negotiator
Labor Relations/Compensation Division
(651) 296-8274

PL:dm/l-lange

July 25, 2007

Linda Lange
Staff Specialist
Minnesota Nurses Association
1625 Energy Park Drive
St. Paul, MN 55108

Dear Linda:

This letter is in response to some of the organizational changes which have occurred in the State's Employee Assistance Program. As such, the information in this letter will place the April 13, 2004 letter signed by Sandi Blaeser, Labor Relations Representative, Principal. I am also in agreement that this letter can be included in Appendix N of the 2007-2009 Agreement between the State of Minnesota and the Minnesota Nurse's Association.

Introduction

As a result of the 2007-2009 negotiations with the Minnesota Nurses Association, the parties agreed that nurses should be encouraged to contact the Employee Assistance Program (EAP) whenever they have personal, emotional or psychological concerns impacting the workplace. A nurse's access to EAP is not limited to the period of employment, but extends sixty (60) days beyond separation from State service. In the event that a nurse finds himself/herself subject to professional review, investigation or discipline, including termination, he/she may wish to utilize the services of EAP.

How to Access EAP Service

EAP can be accessed by phone at:

Metro: 651-259-3840 or

Statewide (toll free): 800-657-3719

Information about EAP can also be accessed on the web at

http://mn.gov/mmb/segip/health-solutions/employees/eap/index.jsp

EAP phones are answered twenty-four (24) hours a day by trained EAP counselors, both psychologists and social workers. Counselors assess the nurse' situation over the phone and provide on the spot counseling and/or make referrals. All communications with EAP are confidential. The EAP service is free to all State employees (and former employees who contact EAP within six (6) months of separation from State service).

Counseling/Referral Services Provided

If a nurse would like to meet with an EAP counselor in person, or this would be the most appropriate service, there are EAP counselors (contracted provider) in nearly 50 locations around Minnesota. EAP will assist a nurse in finding a counselor that is most convenient, close to home or the nurse's work location. In consultation with the nurse, the EAP may also refer a nurse to MNA for contractual issues, to health care providers in their insurance plan, to community services, to attorneys or the appropriate State agency or personnel office.

If you have any questions about EAP, please feel free to contact me. As we discussed during negotiations, the content of this letter is neither grievable nor arbitrable.

Sincerely,

Paul Larson
Deputy Commissioner
Labor Relations/Compensation Division
(651) 259-3770

PL:car

April 25, 2004

Linda Lange
Staff Specialist
Minnesota Nurses Association
1625 Energy Park Drive
St. Paul, MN 55108

Dear Linda:

During the 2003-2005 round of negotiations, the Employer agreed to include a letter of explanation regarding "Loudermill hearings," also known as "pre-deprivation meetings."

Introduction

The term "Loudermill Hearing" stems from a 1985 United States Supreme Court case, Loudermill v. Cleveland Board of Education, 470 U.S. 532 (1985). In that case, the court held that non-probationary civil servants had a property right to continued employment and such employment could not be denied to employees unless they were given an opportunity to hear and respond to the charges against them prior to being deprived of continued employment. Since the time that case was decided, certain other courts of law have held that the right to hear and respond to the charges extends not just to denials of continued employment, but to denials of continued employment at the current rate of pay. Thus, State agencies offer this pre-deprivation hearing or Loudermill hearing in cases of discharge, demotion and unpaid suspension of non-probationary classified employees, including nurses represented by MNA.

Corresponding Contract Language

The MNA contract with the State of Minnesota includes language in Article 15, Section 2B that provides for Association representation at a Loudermill (pre-deprivation) hearing only in the case of discharge. However, if a nurse requests an Association representative at a Loudermill (pre-deprivation) hearing for demotion or unpaid suspension, such request should be granted. The contract language also indicates that the right to a Loudermill (pre-deprivation) hearing expires "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." Article 15, Section 2B. The language further states that:

> "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." Article 15, Section 2B.

While the contract language applies specifically to discharges, the same process should occur in cases of demotion or unpaid suspension.

Concerns Raised by the Association

The Association raised several concerns regarding Loudermill (pre-deprivation) hearings during negotiations:

A. Scheduling of Hearing

One of the concerns raised was in regards to hearings that may be conducted at a time in which a nurse might reasonably be sleeping either in recovery from or anticipation of work, or immediately following working a night shift. In the event a hearing is scheduled during any of these times, the nurse may request a different meeting time and the Appointing Authority must have a legitimate business reason for denying such a request.

B. Loudermill (Pre-Deprivation) Hearing NOT Part of the Grievance Process

Another concern raised by the Association was confusion by nurses that the Loudermill (pre-deprivation) hearing constituted a step in the grievance procedure. The Employer agrees with

the Association that a Loudermill (pre-deprivation) hearing is not a step in the grievance procedure. In order to grieve a discipline, a nurse must pursue that grievance separately from the Loudermill (pre-deprivation) hearing.

C. Association Representation at Hearing

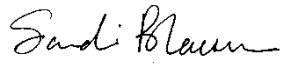
The Association was also concerned about release time for Association representatives attending a Loudermill (pre-deprivation) hearing. As stated earlier, the MNA contract extends the right to Association representation at the Loudermill (pre-deprivation) hearing only in the case of discharge. However, in the event a nurse requests Association representation at a hearing in the case of either demotion or unpaid suspension, the request should be granted. Association representatives attending a Loudermill (pre-deprivation) hearing do so at no loss of pay. This means that representatives attending a hearing with a nurse during the representative's work hours will receive pay during the hearing. A representative attending a hearing with a nurse during the representative's non-work hours shall not receive pay during the hearing.

D. Results of Hearing

Lastly, the Association voiced concern about the results of a Loudermill (pre-deprivation) hearing. After having heard the nurse's response to the charges against him/her, the Appointing Authority should inform the nurse, either orally or in writing, by the end of the day on which the Loudermill (pre-deprivation) hearing took place, of the results of the hearing. In the event no response is made, the disciplinary action remains and the nurse may choose to pursue a grievance.

As discussed in negotiations, the content of this letter is neither grievable nor arbitrable. If you have any questions about this information, please feel free to contact me.

Sincerely,



Sandi Blaeser
Labor Relations Representative, Principal
Labor Relations/Compensation Division
(651) 297-7798

SB:can

April 22, 2009

Linda Lange
Staff Specialist
Minnesota Nurses Association
1625 Energy Park Drive
St. Paul, MN 55108

Dear Linda:

The insurance article reflects the changes in benefits and structure that will impact the State life, health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009 through June 30, 2011 MNA contract. In addition to the final language of the articles, the parties also agreed on the following:

1. The State will explore, through a collaborative work group including representatives from MMB and the Joint Labor-Management Committee on Health Plans, on the following concepts:

    a. The agreement's definitions of dependents in contradistinction to the definitions promulgated by the Department of Commerce.

    b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan to return to the SEGIP plan.

    c. The costs and administrative complexities regarding waiving office visit copayments or coinsurance for treatment for chronic conditions, repeat appointments, medication follow-ups, and lab work.

2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of Minnesota Advantage Health Plan Benefit Level Two health care network determination.

3. The State will offer a $125 HRA to all Advantage contract holders during the 2011 plan year.

4. Finally, there will be an open enrollment for employees and spouses who currently have optional life insurance, based on the amount the individual currently has in force, as follows:

Now insured for:	**May add:**
$ 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

Employees must be actively at work and spouses must not be hospitalized in order for the change in insurance to take place.

Sincerely,

Paul A. Larson
State Negotiator

MINNESOTA Management & Budget

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.

If the Minnesota Nurses Association becomes aware of any problems with Appointing Authorities neglecting to advise its members of the status of investigations of which they are the subject, please contact us to ensure such problems are resolved promptly. The Employer agrees that nurses who are the subject of an employment misconduct investigation initiated by the Appointing Authority should be notified of the conclusion of the investigation.

Sincerely,

Rebecca Wodziak
Labor Relations Representative Principal

400 Centennial Building ● 658 Cedar Street ● St. Paul, Minnesota 55155
Voice: (651) 201-8000 ● Fax: (651) 296-8685 ● TTY: MN Relay 711
An Equal Opportunity Employer

MINNESOTA Management & Budget

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

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

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

- Grandchild
- Father-in-law
- Mother-in-law

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

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

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

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

400 Centennial Building ● 658 Cedar Street ● St. Paul, Minnesota 55155
Voice: (651) 201-8000 ● Fax: (651) 296-8685 ● TTY: MN Relay 711
An Equal Opportunity Employer

MINNESOTA Management & Budget

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,

Joy Hargons
Labor Relations Consultant 4

400 Centennial Building ● 658 Cedar Street ● St. Paul, Minnesota 55155
Voice: (651) 201-8000 ● Fax: (651) 296-8685 ● TTY: MN Relay 711
An Equal Opportunity Employer

APPENDIX L

The Statewide Family and Medical Leave Act (FMLA) Policy, Procedure and General memo are available online at http://www.mn.gov/mmb.

The policy, procedure and general memo are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

APPENDIX M

MEMORANDUM OF UNDERSTANDING
between the
STATE OF MINNESOTA
and
MINNESOTA NURSES ASSOCIATION
Regarding Scheduling of Work

This Memorandum of Understanding is made by and between the Minnesota Nurses Association and the State of Minnesota, this 4th day of September 2002, to resolve the issues relating to scheduling of the hours of work for Nurse Evaluators in the Licensing and Certification Program of the Minnesota Department of Health.

WHEREAS, the parties hereto desire to resolve these matters under the following conditions:

1. Each nursing home/boarding care home and each ICF/IID survey must have early morning and evening onsite observation time as stated in the federal State Operations Manual (SOM). In planning the survey schedule, Nurse Evaluators and the supervisor shall make provisions for this coverage:

   Nursing Home/Boarding Care Surveys

   Morning Observation Periods

   Each nursing home/boarding care home survey shall have onsite observation periods of at least one (1) hour between 6AM and 8AM for every 36 hours of estimated survey time (preparation, onsite, travel, and documentation time), rounded to the nearest whole hour.

   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.

   ICF/IID Surveys

   Each ICF/IID 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.

   Draft Survey Schedule

   Each Survey Team shall complete a draft monthly survey schedule no later than the 1st of each month, prior to the month scheduled (for instance, by July 1st for the August survey schedule) that identifies the surveyor, the surveyor's planned hours of work by date, consistent with the scheduling requirements of this MOU. Schedules will be planned according to the estimated survey hours or the number of survey hours anticipated to be available to conduct the survey.

   Hours of work shall be set to maximize observation time and to provide an opportunity for the team members to interact with one another. The supervisor will review the draft schedule and will consult with the team if the schedule cannot be approved as presented.

   Schedule Adjustments

   On the first day of the survey, the team will finalize the details of the survey and confirm or change schedules as necessitated by the survey process and the actual number of survey hours available for the survey. Survey hours are defined as the total of the number of hours each surveyor assigned to the survey is available to work on each day of the survey.

   Any adjustments to the survey schedule must be consistent with the SOM and this MOU. It is the responsibility of the Survey Team leader to keep the supervisor informed of any changes in the hours of work for each surveyor. The supervisor must approve all changes.

3. Nurse Evaluators may start before 6:00AM only upon prior approval by the supervisor.

4. The normal work period shall consist of eight (8) hours. Nurse Evaluators, with the agreement of their supervisor, may be scheduled for up to ten (10) hour shifts. It is not the intent to have surveyors consistently work four-day workweeks. The decision to approve a work shift of up to ten (10) hours will be based on efficiency in completing the survey, on adequate survey coverage for the week, and survey outcomes. If there is need for the surveyor to work more than ten (10) consecutive hours, it must be approved in advance by the supervisor

5. The Association and the State agree to waive Article 4, Section 9, ***Work Schedules***, for Nurse Evaluators in the Licensing and Certification Program.

6. Nurse Evaluators who work beyond their established shift shall be paid overtime at the appropriate rate. Such overtime will be subject to Section 8***, Compensatory Bank***, of the Agreement. The Appointing Authority agrees to establish a Compensatory Bank of not more than eighty (80) hours. All hours worked beyond the established eighty (80) hours shall be paid in cash at the hourly rate of pay of that Nurse Evaluator. The supervisor must approve all changes in scheduled hours that would result in overtime/comp time or the payment of shift differential.

7. Each Survey Team must work 5 staggered surveys per federal fiscal year (October 1 through September 30). Staggered surveys are nursing home surveys that start (1) on a weekend; (2) start before 7:00AM; or (3) start after 6:00PM. Each Survey Team must schedule one survey from each category and two additional surveys from any category. The supervisor, in consultation with the Survey Team, will designate facilities that are appropriate for staggered survey work.

8. In the Twin City metropolitan area, Survey Teams will be divided into two geographic areas to create an East Metro Survey Area and a West Metro Survey Area. The Mississippi River is the approximate North/South dividing line between these two areas. It is the goal of the Minnesota Department of Health to assign nurses to the East or the West Metro Survey Areas based on the preference of the nurse. It is the goal of the Minnesota Department of Health to assign 75% of the work for each team during each federal fiscal year (Oct 1 to September 30) in the designated geographic area for the team.

9. The Minnesota Department of Health will maintain a database of all early morning and evening observation hours. Reports from the database will be made available to the Minnesota Nurses Association upon request.

10. This Memorandum of Understanding shall be posted on the Minnesota Department of Health intranet site to ensure Nurse Evaluators have ready access to this document.

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	Harry Carlson /s/
Staff Specialist	Labor Relations Representative

APPENDIX N

MEMORANDUM OF UNDERSTANDING
between the
STATE OF MINNESOTA
and
MINNESOTA NURSES ASSOCIATION

Regarding Compensated Travel Time

This Memorandum of Understanding is made by and between the Minnesota Nurses Association (MNA) and the State of Minnesota, this _____ day of October, 2015.

This Memorandum of Understanding applies exclusively to nurses represented by MNA who are employed in the Facility and Provider Compliance Division of the Minnesota Department of Health. It pertains exclusively to compensation for time spent in travel and shall have no effect whatsoever upon automobile or other travel expense reimbursement. No effect upon travel expense reimbursement is implied, and the parties expressly agree that no such inference shall be drawn from this memorandum.

Travel time between a nurse's residence and the nurse's permanent work location shall not be considered compensated travel time under any circumstance.

The following counties comprise the seven-county metro area: Anoka, Dakota, Hennepin, Ramsey, Scott, Washington, and Wright.

Computation of Compensated Travel Time

When a nurse working in the Licensing and Certification Program, Office of Health Facility Complaints, or Home Care and Assisted Living, leaves his or her residence to commute directly to a temporary work location at the beginning of the work day or commutes from a temporary work location directly to his or her residence at the end of the work day, he or she shall be compensated for travel time for any miles to/from the temporary work location which are in excess of 20 miles from the nurse's permanent work location. The survey team and the supervisor shall determine the distance from the office to the health care facility/provider based on highway maps, known best routes or internet based mileage calculators.

In computing the time that will be compensated, the mileage in excess of 20 miles to/from the permanent work location to the temporary work location will be multiplied by 2 minutes per mile for travel within the seven county metro area and multiplied by 1.5 minutes per mile for travel outside the seven county metro area.

Case Mix Review:

When a nurse working in the Case Mix Review Program, leaves his or her residence to commute directly to a temporary work location at the beginning of the work day or commutes from a temporary work location directly to his or her residence at the end of the work day, he or she will be compensated for travel time for any miles to/from the temporary work location which are in excess of 10 miles from the nurse's permanent work location. The nurse and the supervisor shall

determine the distance from the nurse's residence to the health care facility/provider based on highway maps, known best routes or Internet based mileage calculators. In computing the time that will be compensated, the mileage in excess of 10 miles to/from the permanent work location to the temporary work location will be multiplied by 1.5 minutes per mile.

When Staying Overnight:

When a nurse is staying overnight in accordance with MDH policy, no compensated travel time between the motel and the facility/provider will be provided when the motel is within 20 miles of a facility/provider being surveyed.

This Memorandum of Understanding does not establish any residency requirements for nurses. The parties agree that the State of Minnesota shall not be encumbered by any additional expense or loss of survey time due to a nurse changing residence. It is understood that the determination of a nurse's permanent work location shall be at the discretion of the employer.

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
Lonna Jean Schmidt Nelson Staff Specialist	Joy Hargons Labor Relations Consultant 4

APPENDIX O - AGREEMENT REGARDING MANDATORY OVERTIME

With regard to state laws/rules governing mandatory overtime, the parties agree to abide by such provisions. The parties further agree that the CBHHs in the Department of Human Services are subject to the State's Nurse Overtime Act (M.S. 181.275). Further interpretation of or violation of such laws/rules shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement between the parties. Notwithstanding the above statement, discipline is subject to the grievance and arbitration provisions of the contract.

APPENDIX P – MEMORANDUMS OF UNDERSTANDING

	Title	Page
1.	2002 Willmar RTC 12 Hour Agreement	121
3.	2006 St. Cloud Advance Practice Hours of Work	123
4.	2007 Community Support Services Hours of Work	125
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9.	2017 DHS DCT Recruitment and Retention Incentives MOU	139

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 20th day of November, 2002 between the State of Minnesota, Department of Human Services, Willmar Regional Treatment Center (Employer) and the Minnesota Nurses Association (Association).

Whereas the WRTC has determined that 12-hour nursing shifts are in the best interest of the efficient operation of the facility, and

Whereas the WRTC wishes to implement the use of 12-hour nursing shifts in a manner agreeable to MNA;

Now therefore the parties agree to the following implementation process:

Article 4 Section 1 of the Agreement shall be supplemented and/or modified as follows:

1. RN's shall, be offered the opportunity to indicate interest in working 12-hour shifts for a six-month trial period.

2. If all such requests cannot be honored, they will be granted in seniority order, from most senior to least senior volunteer.

3. Registered Nurses working 12-hour shifts shall be limited to no more than 16 work hours per day, including regularly scheduled hours and overtime.

4. Article 6, Sections 5 & 6 of the Agreement shall he supplemented and/or modified as follows:

   If an RN does not work on a holiday, pay shall be computed at the nurse's normal day's pay (i.e., hourly rate of pay multiplied by the number of hours in the normal work day). If a nurse works on a holiday, she/he shall be paid in cash at time and one-half for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in the previous sentence.

5. An RN using an alternate holiday, vacation, or sick leave on a day she/he is scheduled for a 12-hour shift will be required to use 12 hours of the appropriate leave.

6. .An RN scheduled for 12-hour shifts will be returned to his/her normal schedule of eight-hour shifts with a 14-day notice to the Employer.

7. At the end of the six-month trial period, if both parties agree to continue the terms of this MOU, these positions will be posted interest bid in accordance with Article 11.

8. This MOU may he cancelled with a 30-day notice by either party.

For the Association:

Bev Hall, Business Rep, MNA

For the Employer:

Tom Venaas, HR Director, WRTC

Sandi Blaeser, Labor Relations Rep
DOER

Memorandum of Understanding
Between
Minnesota Department of Corrections
Minnesota Correctional Facility St. Cloud
And
Minnesota Nurses Association

This Memorandum of Understanding is mad and entered into this 11th day of July 2006 between the State of Minnesota, Department of Corrections Minnesota Correctional Facility-St. Cloud, and the Minnesota Nurses Association.

The parties agree as follows:

The terms of this Memorandum only apply to the Registered Nurse Advance Practice classification at the St. Cloud Correctional Facility.

Article 4, Section 1 of the Agreement shall be supplemented and/or modified as follows:

1. The normal work period shall consist of eighty (80) hours of work in a two (2) week period. The normal workday shall consist of 10-hour shifts.

Article 4, Section 7 of the Agreement shall be supplemented and/or modified as follows:

2. Registered Nurse Advance Practice shall be compensated at the straight time rate for work in excess of their assigned 10-hour work day.

Article 6, Sections 5 & 6 of the Agreement shall be supplemented and/or modified as follows:

3. If a Registered Nurse Advance Practice does not work on a holiday, their pay shall be computed at the normal day's pay, not to exceed 10 hours.

Article 7, Section 4 and Article 8, Section 5 of the Agreement shall be supplemented and/or modified as follows:

4. Registered Nurse Advance Practice will utilize vacation or sick leave hours equal to their normally scheduled shift.

Should either MNA or DOC seek to vacate this Memorandum of Understanding, a written notice shall be given to the other party no less than thirty (30) days before the schedule is posted.

This Memorandum of Understanding does not set precedent for future agreements or situations and does not bind the parties to enter into the same or similar agreement in the future.

The Memorandum of Understanding constitutes a full and accurate agreement between the parties.

State of Minnesota

Nanette M. Larson
Director, Health Services

Connie Jones
DOC Labor Relations Manager

Trina Chernos
DOER Labor Relations Rep., Principal

Minnesota Nurses Association

Bev Hall
MNA Business Agent

COMMUNITY SUPPORT SERVICES REGISTERED NURSES

Memorandum of Understanding
Between the
State of Minnesota
And
Minnesota Nurses Association
Ratified March 30, 2007

This Memorandum of Understanding is made and entered into between the State of Minnesota Department of Employee Relations (DOER), the State of Minnesota Department of Human Services (DHS) in Community Support Services and the Minnesota Nurses Association.

Both the State and MNA agree to this Alternate Scheduling Agreement under Article 4, Section 13, to schedule nurses with the additional modifications to the contract as stated below,

1. The parties agree to this Memorandum of Understanding is a supplement to the MNA contract for Registered Nurses in Community Support Services.

2. The parties agree this Memorandum of Understanding is grievable and arbitrable as indicated in Article 1, Preamble, and Article 16, Grievance Procedure.

3. Article 4, Hours of Work, shall be modified as follows:

   a. The work period shall consist of forty (40) hours of work.
   b. The work period shall run from Wednesday to Tuesday, each week.
   c. Nurses working over forty (40) hours during the work period of Wednesday to Tuesday shall be paid overtime at the rate of time and one half.
   d. Nurses shall be limited to working no more than sixteen (16) hours in a row, including any combination of a scheduled shift and overtime.

4. Vacation of this Memorandum of Agreement. Should either party seek to vacate this Memorandum of Understanding, a written notice shall be given to the other party no less than thirty (30) days before the schedule is posted.

5. Precedent. This Memorandum of Understanding does not set precedent for future agreements or situations and does not bind the parties to enter into the same or a similar agreement in the future.

6. Collateral Agreements. This written document constitutes a full and accurate agreement between the parties.

7. Process. Upon initial notification of a unanimous vote of approval by MNA Members working in Community Support Services, MNA will sign the MOU and forward it to the State. Upon signature of both MNA and the State, the MOU will be implemented on April 4, 2007 date. Thereafter, upon a vote of the majority plus one of MNA members to vacate, MNA will contact the State to vacate the MOU as indicated in four (4) above.

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

MINNESOTA NURSES ASSOCIATION

Linda Lange, Labor Relations, Staff Specialist
Minnesota Nurses Association

Memorandum of Understanding
Between the
State of Minnesota
and
Minnesota Nurses Association

Tentative Agreement 1-24-07

This Memorandum of Understanding (MOU) is made and entered into this 14th day of January 2008 between the State of Minnesota Department of Employee Relations (DOER), the State of Minnesota Department of Human Services (DHS), and the Minnesota Nurses Association (MNA).

History: DHS is transitioning its Adult Mental Health Services from Regional Treatment Center Programs to Sixteen (16) Bed Community Behavioral Health Hospitals (CBHH). Both the State and MNA agree to this Alternate Scheduling Agreement under Article 4, Section 13, to schedule nurses exclusively eight (8) and ten (10) hour shifts, or exclusively nine (9) hour shifts, or exclusively ten (10) hour shifts with the additional contact modifications stated below.

The parties agree to this Memorandum of Understanding is a supplement to the MNA contract for Registered Nurses at the CBHHs:

- Alexandria
- Annandale
- Baxter
- Bemidji
- Cold Spring
- Rochester
- Wadena
- Willmar

1. The parties agree this Memorandum of Understanding is grievable and arbitrable as indicated in Article 1, Preamble, and Article 16, Grievance Procedure.

2. Article 4, Hours of Work, shall be modified as follows:

   a. This Memorandum of Understanding covers nurses working exclusively a combination of eight (8) hour shifts Monday through Friday and ten (10) hour shifts on Saturday and Sunday, or nurses working exclusively nine (9) hour shifts, or nurses working exclusively ten (10) hour shifts. Nurses working exclusively eight (8) hour shifts are covered under the MNA contract and not a subject of this Memorandum of Understanding.

   b. The work period shall consist of forty (40) hours of work.

   c. The work period shall run from Wednesday to Tuesday, each week.

   d. Nurses working over forty (40) hours during the work period of Wednesday to Tuesday shall be paid overtime at the rate of time and one half. Mutual trades in shifts that put the total number of hours over forty (40) during the work period are paid at the straight time rate of pay.

e. Nurses working over a scheduled eight (8), nine (9) or ten (10) hour shift shall be paid overtime at the rate of time and one half.

f. Combination Eight and Ten Hour Shifts. Rotating 0 .5 FTE RN's will be scheduled exclusively eight (8) hour shifts on Mondays through Fridays and exclusively ten (10) hour shifts on assigned weekends to work. Nine Hour Shifts. Straight Night Watch 0.5 FTE RN's will be scheduled exclusively nine (9) hour shifts. Ten Hour Shifts. All Fulltime (1.0 FTE) Rotating, 0.8 FTE Rotating, and Straight Night Nurses will be scheduled exclusively ten (10) hour shifts.

g. Nurses shall be limited to working no more than sixteen (16) hours in a row, including any combination of a scheduled shift and overtime.

3. Article 6, Holidays, shall he modified as follows:

a. Working on a Holiday. If a Nurse works on a Holiday, that nurse shall be paid for all hours worked at the rate of double time and one half (2.5) the Nurse's normal rate of pay.

b. Not Working on a Holiday. If a Nurse does not work on a Holiday, nurses will be paid Alternate Holiday time according the attached Holiday Appendix A2. Except if a nurses is scheduled a combination of eight (8) hour and ten (10) hour shifts such nurse will earn eight (8) hours of Holiday Pay if the Holiday is Monday through Friday or earn ten (10) hours of Holiday Pay if the Holiday is Saturday or Sunday.

c. Floating Holidays. If a Nurse is scheduled a combination of eight (8) hour and ten (10) hour shifts, such Nurse will earn a Floating Holiday of eight (8) hours if the Floating Holiday is scheduled Monday through Friday or a Floating Holiday of ten (10) hours if the Floating Holiday is scheduled Saturday or Sunday. If a Nurse is scheduled exclusively nine (9) hours, such Nurse shall earn a Floating Holiday of nine (9) hour. If a nurse is scheduled exclusively ten (10) hour shifts, such Nurse shall earn a Floating Holiday of ten (10) hours.

4. Article 7, Vacation Leave, shall be modified as follows:

a. Nurses shall utilize vacation leave in increments of time not to exceed that Nurse's defined shift.

5. Article 8, Sick Leave, shall be modified as follows:

a. Nurses shall utilize sick leave in increments of time not to exceed that Nurse's defined shift.

6. Article 11, Section 6, Letter of Appointment.

a. If an RN's Letter of Appointment is 1.0 Full-time Hours, the State will schedule the RN eight (8) ten (10) hour shifts each pay period, giving the RN eighty (80) hours each pay period.

b. If an RN's Letter of Appointment is 0.8 Full Time Equivalent Hours, the State will schedule the RN seven (7) ten (10) hour shifts in the first pay period and six (6) ten (10) hour shifts in the second pay period, giving the RN an average of sixty-five (65) hours over two pay periods.

c. If an RN's Letter of Appointment is 0.5 Half Time Equivalent Hours the State will schedule

Night Watch 0.5 RN's exclusively nine (9) hour shifts, giving the RN forty-five (45) hours each pay period. If an RN's Letter of Appointment is (0.5) Half Time Equivalent Hours, the State will schedule Rotating 0.5 RN's a combination of eight (8) hour shifts during the work week (Monday through Friday) and ten (10) hour shifts on their assigned weekends, giving the RN forty (40) hours each pay period.

d. If an RN's Letter of Appointment is Intermittent under this Memorandum of Understanding, the State will schedule the RN for exclusively ten (10) hour shifts at irregular and uncertain days, which alternatively begin, cease, and begin again as the needs of the agency require.

7. Vacation of this Memorandum of Agreement. Should either party seek to vacate this Memorandum of Understanding, a written notice shall be given to the other party no less than thirty (30) days before the schedule is posted.

8. Precedent. This Memorandum of Understanding does not set precedent for future agreements or situations and does not bind the parties to enter into the same or a similar agreement in the future.

9. Collateral Agreements. This written document constitutes a full and accurate agreement between the parties.

10. RNs Covered by this MOU. Nurses covered by this MOU are working at the named CBHH in shifts in 2a above. All other RNs are working exclusively eight hour shifts under the Master MNA Contract with the State of Minnesota. The State will accommodate up to two (2) RNs at the named CBHH under the Master MINA Contract, before implementing or vacating the agreement.

11. Process. Upon initial notification of a unanimous vote of approval by MNA Members working at the named CBHH, MNA will sign the MOU and forward it to the State. Upon signature of both MNA and the State, the MOU will be implemented on 01/14/08 date. Thereafter, upon a vote of the majority plus one of MNA members at the named CBHH to vacate, MNA will contact the 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

SIGNATURES

STATE OF MINNESOTA

Paul Larson
Deputy Commissioner Employee Relations
Department of Employee Relations

Corinne Fowler, Personnel Services Manager
Department of Human Services

Pamela Bajari, R.N.
Residential Program Services Director
Department of Human Services

MINNESOTA NURSES ASSOCIATION

Linda Lange
Labor Relations Specialist

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF MINNESOTA
AND
MINNESOTA NURSES ASSOCIATION

This Memorandum of Understanding is made and entered into the 15th day of July, 2009 between the State of Minnesota (MMB) and the Minnesota Nurses Association in response to requests from Registered Nurses who have indicated a desire to work nine (9) or-ten (10) hour shifts rather than the eight (8) hour shifts as described in Article 4, Hours of Work and Overtime Section 1 - Work Day, Work Period.

WHEREAS, the parties recognize that some Registered Nurses would prefer, for their own personal reasons to work nine (9) or ten (10) hour shifts rather than eight (8) hour shifts; and

WHEREAS, this Memorandum of Understanding only applies in instances where Registered Nurses have expressed this desire in writing to their supervisor; and

WHEREAS, this Memorandum of Understanding does not intend to expand or limit the provisions in Article 4 of the labor agreement In any situation beyond voluntary written requests of Registered Nurses to work nine (9) or ten (10) hour shifts, as set forth below.

NOW THEREFORE, the parties agree to the following provisions.

1. Registered Nurses desiring nine (9) or ten (10) hour shifts exclusively may make this written request to their supervisor. Requests by Registered Nurses seeking some other departure from the normal, eight (8) hour workday are not addressed by this Agreement.

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.

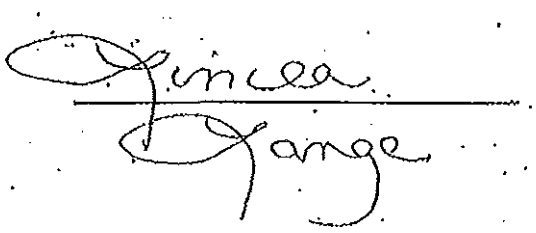
8. The parties mutually agree to split the cancellation fees assessed by the Arbitrator.

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 processing and arbitration.

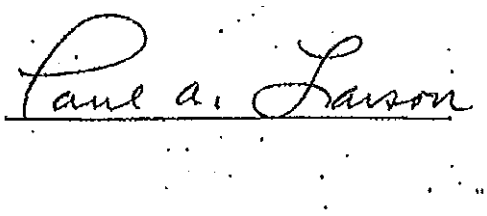
10. Either party may vacate this Agreement, with the exception of its paragraph 8 upon 30 days written notice to the other party.

This Memorandum constitutes a complete and total agreement of the parties regarding this matter.

FOR THE ASSOCIATION



FOR THE EMPLOYER



	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

	Eight (8) Hour Shift Hours of Holiday Pay	Nine (9) Hour Shift Hours of Holiday Pay	Ten (10) Hour Shift Hours of Holiday Pay
➢ 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

MEMORANDUM OF UNDERSTANDING

Between
The State of Minnesota
And
Minnesota Nurses Association

This Memorandum of Understanding is made and entered into this 21st day of May, 2014; by and between the State of Minnesota, Minnesota Veterans Home - Fergus Falls (hereinafter "Employer") and the Minnesota Nurses Association (hereinafter "Association").

The Employer and the Association agree to the following modifications/additions to the Contract, Article 21:

1) Nurses working in positions with an FTE of .75 or greater will be reimbursed for the purchase of uniforms each year of employment at the following rates. The first year will be to a maximum of $242.55. All succeeding years will be to a maximum of $165.38.

2) Nurses working in positions with an FTE of less than .75 including intermittent nurses will be reimbursed for the purchase of uniforms each year of employment at the following rates. The first year will be to a maximum of $198.45. All succeeding years will be to a maximum amount of $121.28.

3) The anniversary date of the nurses initial appointment to the Minnesota Veterans Home - Fergus Falls will begin the new year for reimbursement purposes.

4) Any portion of the maximum dollar amounts not claimed in a given year cannot be carried forward to the succeeding year.

5) The Administrator will reimburse the nurse upon receipt of an acceptable proof of purchase.

6) Nurses are expected to wear uniforms while on duty only and to properly maintain their own uniforms.

7) Emergency reimbursements will be authorized by the Administrator if the uniform gets permanently damaged while performing work on duty. To receive this authorization, the nurse must show the uniform and explain how the damage occurred to their immediate supervisor or in the absence of the supervisor to the officer of the day. This must occur on the same shift in which the damage occurred or the immediate shift worked.

8) The Administrator may ask for any uniforms that have been replaced due to damage and for all uniforms of a non-certified probationary nurse.

The duration of this Memorandum of Understanding will be until June 30, 2015.

For the Employer:

Joy Hargons
MN Management & Budget

For the Association:

Lonna Jean Schmidt Nelson
Minnesota Nurses Association

MEMORANDUM OF UNDERSTANDING
BETWEEN
MINNESOTA NURSES ASSOCIATION
AND THE
STATE OF MINNESOTA, MINNESOTA MANAGEMENT & BUDGET

This Memorandum of Understanding ("MOU") is made and entered into this 30th day of November, 2017, by and between the State of Minnesota, Minnesota Management & Budget (hereinafter "Employer") and the Minnesota Nurses Association (hereinafter "the Association" or "MNA").

WHEREAS, the Employer is committed to ensuring a diverse workforce and recognizing the value and contributions of individuals with disabilities;

WHEREAS, as part of its commitment, the Employer has initiated the Connect 700 Program (hereinafter "C700") to provide eligible individuals with disabilities seeking employment in state government an alternative, non-competitive selection process to demonstrate their abilities through an on-the-job trial work experience; and

WHEREAS, C700 employees present a distinctive employment circumstance not specifically contemplated in the parties' collective bargaining agreement;

WHEREAS, the Employer would like to treat C700 employees who were current, permanent, classified state employees at the time of their C700 appointment the same as they would have been treated in their permanent classified appointment for purposes of sick leave, vacation leave and holiday pay;

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree to modify the following provisions of the Labor Agreement between the Employer and the Association ("Agreement"), as follows:

Article 7 – Vacation Leave. Section 1. Eligibility.

All nurses except student workers, intermittent nurses, emergency nurses, and temporary nurses shall be eligible for purposes of this Article. However, intermittent nurses shall become eligible nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible nurses on layoff who accept an emergency or temporary appointment shall continue to be eligible to accrue and use vacation leave. Nurses participating in the Connect 700 Program will be eligible for purposes of this Article if they were current, permanent, classified state employees eligible for vacation leave at the time of their Connect 700 appointment.;

Article 8 - Sick Leave. Section 1. Eligibility.

All nurses shall be eligible nurses for purposes of this Article, (except for intermittent nurses, emergency nurses, and temporary nurses). In addition, intermittent nurses shall become eligible nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible nurses on layoff who accept an emergency or temporary appointment shall continue to be eligible to accrue and use sick leave. Nurses participating in the Connect 700 Program will be eligible for purposes of this Article if they

were current, permanent, classified state employees eligible for sick leave at the time of their Connect 700 appointment.

This MOU constitutes the complete agreement between the parties and supersedes any and all prior agreements or understandings pertaining to the subject matter herein. No other agreement shall be binding unless signed by the parties.

FOR THE ASSOCIATION:

Wesley DeBerry
Labor Staff Specialist
MNA

FOR THE EMPLOYER:

Myron Frans
Commissioner
Minnesota Management & Budget

Edwin Hudson
Deputy Commissioner
Minnesota Management & Budget

Carolyn Trevis
Assistant State Negotiator
Minnesota Management & Budget

Memorandum of Understanding
Between
State of Minnesota,
Department of Human Services
And
Minnesota Nurses Association (MNA)

This Memorandum of Understanding (MoU) is entered into this 3 day of November 2017, by the State of Minnesota, Department of Human Services (DHS) and MNA. Whereas the parties wish to amend the provisions of the Collective Bargaining Agreement between MNA and the State of Minnesota to address recruitment and retention issues specific to Direct Care and Treatment (DCT).

Now therefore, the parties agree to the following:

1. **Retention Incentive for Employees at the Salary Range Maximum.**
   Employees (in the above specified job classifications) who have been at the maximum salary rate for their job classification for six (6) or more months may receive a discretionary lump sum payment of up to two thousand five hundred dollars ($2,500). Such payments are permitted only when the employee has demonstrated satisfactory or better job performance. Such payments may be granted once per fiscal year.

2. **Recruitment Incentive for Newly Hired Employees.**
   Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars ($2,500). The incentive shall be paid in two (2) increments: half of the amount after successful completion of their probationary period, and the remainder at twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.

3. **Referral Incentive.**
   Any current DCT employee covered by the MNA Master Agreement may receive a lump-sum payment of five hundred dollars ($500) for making the first referral of a candidate who accepts a pre-designated vacancy (in the affected job classes) and successfully completes their probationary period. The Appointing Authority may designate individual vacant positions (in the affected job classes) or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump-sum payment shall be paid for each designated vacancy. Prior to offering to make such lump-sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.

4. **Payments.** Should the MoU reach expiration, or be terminated by either party, incentives that were offered to employees while it was active may continue to be paid out.

5. **Grievances.** Terms 1, 2, 3, and 4 of this MoU are not grievable or arbitrable under Article _____ of the MNA Collective Bargaining Agreement.

6. **Complete Agreement.** This MoU constitutes the complete and total agreement between the parties. No other agreements shall be binding unless signed by the parties hereto.

Labor-Management Cooperation
The Local Union and Management agree to continued evaluation, analysis and communication regarding this agreement. The parties acknowledge that in the spirit of this agreement, additional issues may arise and are committed to working together to resolve them.

The parties also agree that if efforts to resolve future issues is unsuccessful, either party may terminate this agreement with 45 calendar day advance written notice to the other party. If the MOU is not terminated or renegotiated by the parties, it shall remain in effect until August 1, 2018.

FOR THE UNION

Wesley DeBerry
MNA Labor Relation Specialist

FOR THE EMPLOYER

Melissa Gresczyk, DCT HR Director
Direct Care and Treatment
MN Department of Human Services

Valerie Darling
Labor Relations Consultant 4
MN Management and Budget