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**AGREEMENT**

2

**between the**

3

**STATE OF MINNESOTA**

4

**and the**

5

**MINNESOTA NURSES ASSOCIATION**

6

**July 1, 202~~3~~1 through June 30, 202~~5~~3**

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1 **ARTICLE 1 - PREAMBLE**

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2 This Agreement is made and entered into this ~~27<sup>th</sup> day of March, 2024~~<sup>12<sup>th</sup> day of January, 2022</sup>,  
3 by and between Minnesota Management and Budget on behalf of the State of Minnesota and its  
4 Appointing Authorities, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses  
5 Association, hereinafter referred to as the ASSOCIATION. This Agreement has as its purpose the  
6 promotion of harmonious relations between the parties; the establishment of an equitable and  
7 peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours  
8 of work, and other conditions of employment; and to express the full and complete understanding  
9 of the parties pertaining to all terms and conditions of employment.

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

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

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

19 **ARTICLE 2 - RECOGNITION**

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20 **Section 1. Recognition.**

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

28 **Section 2. Disputes.**

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

32 **ARTICLE 3 - ASSOCIATION SECURITY**

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33 **Section 1. Check Off.**

34 The Appointing Authority shall deduct the bi-weekly Association membership dues from the  
35 earnings of those nurses who authorize such deduction in writing. The Association shall submit

1 such authorizations and certify the amounts to be deducted at least seven (7) days prior to the  
2 end of the pay period for which the deductions are to be effective and the deductions shall  
3 continue in effect until cancelled by the nurse through the Association. Deductions shall be based  
4 upon the amount certified as correct from time to time by the Association and shall be made,  
5 continued, and terminated in accordance with the terms of said authorization card.

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

9 **Section 2. Exclusivity.**

10 No other employee organization shall be granted payroll deduction of dues for nurses covered by  
11 this Agreement.

12 **Section 3. Employee Lists.**

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

20 **Section 4. Indemnity.**

21 The Association agrees to indemnify and hold the Employer harmless against any and all claims,  
22 suits, orders, or judgments brought or issued against the Employer as a result of any action taken  
23 or not taken as a result of a request of the Association under the provisions of this Article,  
24 including remittances.

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

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26 **Section 1. Work Day, Work Period.**

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

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

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

1 **Section 2. Meal Periods.**

2 Nurses shall normally be granted a duty free unpaid lunch period of no less than thirty (30)  
3 minutes nor more than sixty (60) minutes near the mid-point of each work shift. If a nurse's  
4 supervisor assigns them to work during the lunch period or approves their working during the  
5 lunch period, the lunch period shall be paid at the applicable rate. Such approval by the nurse's  
6 supervisor may be given after the meal has been worked. Where a nurse does not receive their  
7 duty free unpaid lunch break due to business reasons, the nurse and the nurse's supervisor (or  
8 designee) may mutually agree to provide the unpaid lunch break at the end of the nurse's shift.

9 **Section 3. Rest Periods.**

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

13 **Section 4. Employee Requests.**

14 Nurses desiring to reduce their hours may do so upon approval of the Appointing Authority.

15 **Section 5. Continuous Schedules.**

16 Nurses working where seven (7) day week schedules are in effect shall be governed by the  
17 following (Exceptions to the patterns of scheduling listed in paragraphs A through G below may be  
18 made by mutual agreement between the nurse and the supervisor provided that such change  
19 does not result in the payment of overtime):

20 A. There shall be no split shifts.

21 B. No nurse shall be scheduled to work the night shift (or at night) immediately preceding a  
22 weekend off. Except for emergencies, a nurse cannot be assigned mandatory overtime after  
23 their last scheduled shift before an approved leave (approved leave includes vacation, sick  
24 leave, compensatory time, or holiday leave). Every reasonable effort shall be made by the  
25 Appointing Authority so that no nurse shall be scheduled for a combination of more than four  
26 (4) start times during a payroll period. An emergency is defined as an unpredictable and  
27 unforeseen situation that makes it impossible to safely staff the unit without taking the action  
28 in question.

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

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

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

35 F. Nurses other than intermittent nurses in continuous operations whose schedules are changed  
36 within the fourteen (14) day posting period shall receive time and one-half in accordance with  
37 Sections 7 and 8 for those hours worked before or after the previously scheduled hours and on  
38 a previously scheduled day of rest. Part-time nurses in continuous operations whose

1 established work day is less than eight (8) hours, whose schedules are changed within the  
2 fourteen (14) day posting period shall receive time and one-half in accordance with Sections 7  
3 and 8 for those hours worked on a previously scheduled day of rest or for those hours assigned  
4 and worked beyond the normal work day.

5 ~~G. Double Back Assignments~~

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

10 ~~Exceptions to the patterns of scheduling may be made by mutual agreement between the~~  
11 ~~nurse and the supervisor provided that such change does not result in the payment of~~  
12 ~~overtime.~~ The number of hours between scheduled shifts shall not be less than seven and one-  
13 half (7 ½) hours. Violations shall be compensated at the rate of time and one-half (1-1/2) for all  
14 hours worked on the shift following the hours of rest.

15 **Overtime Distribution - Continuous Operations**

16 1. **Advanced Known Overtime.** Whenever practicable, if there is a need for someone to work  
17 overtime other than the next subsequent shift (advanced known):

18 a. Management will offer the advanced known overtime to capable and qualified  
19 nurses, who have indicated their interest, in order of bargaining unit seniority.

20 2. **Subsequent Shift Overtime.** If there is a need for someone to work overtime on the  
21 immediate subsequent shift, it will be offered as follows:

22 a. The overtime shall be offered starting with most senior capable and qualified on  
23 duty nurse in the work area in descending order to the least senior capable and  
24 qualified on duty nurse. If the overtime is not accepted then;

25 b. Offer the overtime to the most senior capable and qualified off duty nurse, who has  
26 previously indicated interest, in descending order to the least senior capable and  
27 qualified off duty nurse until the overtime is accepted. If the overtime is not  
28 accepted then;

29 c. Assign the overtime to the least senior capable and qualified nurse on duty in the  
30 work area. However, in the event the overtime shift occurs on the day before a  
31 weekend, assign the overtime in inverse order to a capable and qualified nurse who  
32 is not scheduled the weekend off. If no capable and qualified nurse is available,  
33 assign the overtime in inverse order to a capable and qualified nurse who is  
34 scheduled the weekend off.

35 3. **Subsequent Overtime in Pay Period.** Subsequent mandatory overtime in the payroll period  
36 shall be assigned to the next least senior qualified nurse on duty. The Association and the  
37 Appointing Authority may agree to maintain a rotating list to assign overtime without  
38 regard to pay period.



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

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

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

9 **Section 6. Extra Shifts for Part-Time Nurses.**

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

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

13 a. 28 days prior to the start of a schedule, the supervisor or designee will post a  
14 preliminary schedule showing open shifts. Part-time nurses, in order of bargaining  
15 unit seniority, will designate their desired availability for straight-time open shifts.  
16 21 days prior to the start of the schedule, the designated desired shifts of part-  
17 time nurses will be added to the preliminary schedule. The designated desired  
18 shifts added shall not exceed full-time status.

19 b. After all part-time nurses have been scheduled for their desired straight-time  
20 shifts, management will then offer the remaining open shifts to intermittent  
21 Registered Nurses.

22 c. After intermittent nurses have accepted their desired straight-time shifts,  
23 management will assign one additional open shift to each eligible part-time nurse  
24 in ascending order of bargaining unit seniority until all open shifts are filled, or  
25 until the part-time nurse reaches 80 hours. This could result in multiple shifts  
26 depending on the number of open shifts to be filled.

27 e.d. A part-time nurse, who has accepted or been assigned extra shifts, may offer and  
28 have their shift(s) accepted by another capable and qualified part-time or  
29 intermittent nurse as long as it does not result in payment of overtime and it has  
30 supervisory approval. Supervisory approval will not be unreasonably denied.

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

32 1. If a work shift becomes available and the assignment of that work shift to an unlimited  
33 part-time nurse would not require the Appointing Authority to pay a time and one-half (1-  
34 1/2) premium (outside of the required fourteen (14) day posting period), the supervisor  
35 will give first preference for filling that shift with an unlimited part-time nurse (in order of  
36 bargaining unit seniority) as described in Section A above.

37 2. If a work shift becomes available and the assignment of that work shift to an unlimited  
38 part-time nurse would require the Appointing Authority to pay a time and one-half (1-1/2)  
39 premium (within the required fourteen (14) day posting period), the supervisor may



1 proceed to fill that work shift with an intermittent temporary, intermittent emergency or  
2 intermittent seasonal Registered Nurse.

3 **Section 7. Overtime Rates.**

- 4 A. Nurses working in continuous operations having nurses scheduled for at least two (2) work  
5 shifts per day, shall receive overtime at the rate of time and one-half (1-1/2) times the regular  
6 rate of pay for all hours worked in excess of the normal work day and normal work period as  
7 defined in Section 1 of this Article. However, such nurses in the classification RN Principal,  
8 Registered Nurse – Advanced Practice, and Psychiatric Advanced Practice Registered Nurse  
9 shall receive overtime at the straight time rate for all hours worked in excess of the normal  
10 work day and normal work period as defined in Section 1 of this Article, or may mutually agree  
11 with the Appointing Authority to balance hours of work in the same or subsequent work day or  
12 work period. Work on a holiday as defined by Article 6, shall be at the rate of time and one-  
13 half (1-1/2) times the regular rate of pay when specifically assigned to work by the Appointing  
14 Authority.
- 15 B. Notwithstanding Section 1, nurses working in non-continuous operations shall receive  
16 overtime at a straight time rate when assigned to a project that is in addition to their normal  
17 duties or normal work load.
- 18 C. **Continuous Operations.** Any nurse or group of nurses engaged in an operation for which there  
19 is regularly scheduled employment on a twenty-four (24) hour a day, seven (7) day a week  
20 basis shall be known as continuous operation employees.
- 21 D. **Non-Continuous.** All other nurses shall be considered as non-continuous employees.

22 **Section 8. Compensatory Bank.**

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

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

38 **Section 9. Work Schedules.**

39 Work schedules showing the shifts, days, and hours of all nurses shall be posted at least fourteen  
40 (14) calendar days in advance of their effective day of work. The supervisor and a nurse may

1 mutually agree to reschedule days, shifts or hours of work. In addition, nurses may mutually agree  
2 to exchange days, shifts, or hours of work with the approval of their supervisor. An exchange that  
3 results in one or both nurses working two consecutive shifts (“a double”) require approval of the  
4 supervisor and will not be unreasonably denied. The nurse would waive overtime in such case. If a  
5 schedule is posted late, the nurse shall be paid at the rate of time and one-half for all hours  
6 worked on days for which at least fourteen (14) calendar days’ notice is not given.

7 A nurse may mutually agree to exchange days, shifts or hours of work with another nurse that  
8 results in one or both nurses working two consecutive shifts (a “double”). Both nurses must be  
9 capable and qualified to perform the work. Such requests require supervisory approval and shall  
10 not be unreasonably denied provided such change does not result in the payment of overtime.

11 When a nurse has been approved for a mutual shift exchange that overlaps, the nurse may choose  
12 to take either one or two thirty-minute meal period(s). If the nurse takes two meal periods, the  
13 nurse shall use vacation or compensatory time to account for the shift overlap.

14 A nurse may not mutually exchange into a “double” more than once per pay period, except by  
15 mutual agreement between a nurse and Appointing Authority or designee.

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

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

## 21 **Section 10. On-Call.**

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

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

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

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

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

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

## 36 **Section 11. Duplication of Payment.**

37 Overtime hours worked shall not be paid more than once for the same hours worked under any  
38 provisions of this Agreement.

1 **Section 12. Reporting Time and Pay.**

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

8 **Section 13. Alternate Schedule Agreement.**

9 The Employer and the Association may agree to local schedules that require modifications of the  
10 terms of this Article.

11 **Section 14. Part-Time Hours.**

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

20 **Section 15. Flexible Scheduling.**

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

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

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

- 32 1. If a RN does not work on a holiday, their holiday pay shall be computed at their regular  
33 rate of pay, not to exceed twelve (12) hours.
- 34 2. If a RN works on a holiday, they shall be paid for all hours worked, in addition to holiday  
35 pay as described in Article 6.
- 36 3. RNs will utilize vacation or sick leave hours equal to their normally scheduled shift.

# 1 **ARTICLE 5 - HEALTH AND SAFETY**

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## 2 **Section 1. Safety Policy.**

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

## 10 **Section 2. Accident Report.**

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

## 16 **Section 3. Equipment and Facilities.**

17 The Employer will make reasonable effort to provide each nurse with safe and adequate  
18 equipment, working environment, facilities, and support services as necessary for the nurse to  
19 perform their assignment.

## 20 **Section 4. Infections or Contagious Diseases.**

21 Where infectious or contagious diseases are diagnosed among the inmate or resident population  
22 of an institution, upon request of the Association, representatives of the institution shall meet  
23 promptly with Association representatives to determine what steps, if any, are necessary to  
24 educate employees about the diseases and to determine what steps, if any, are necessary to  
25 safeguard the health and safety of the nurses as well as the inmates and residents. A nurse who  
26 may be at risk of exposure to an infectious agent or agents as the result of responsibilities for the  
27 care of a patient shall be informed of that patient's diagnosis or possible diagnosis by the facility  
28 according to facility policy and procedure.

## 29 **Section 5. Meet and Confer on Assaultive Inmates/Residents.**

30 Upon request of the Association, the Appointing Authority and/or designees shall meet and confer  
31 regarding employee safety issues related to assault or injury by inmates/residents.

## 32 **Section 6. Blood Borne Pathogens.**

33 The Appointing Authority will meet with the Association if there are concerns expressed about the  
34 Appointing Authority's obligations concerning blood borne pathogens.

# 1 **ARTICLE 6 - HOLIDAYS**

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## 2 **Section 1. Eligibility.**

3 All nurses covered by this agreement shall be eligible nurses for purposes of this Article. Connect  
4 700 Program employees shall be considered eligible during their on-the-job demonstration  
5 process for purposes of this Article. The Connect 700 Program employee's holiday hours earned  
6 during their on-the-job demonstration process shall not count toward the seven hundred (700)  
7 hours.

## 8 **Section 2. Observed Holidays.**

9 The following days shall be observed as paid holidays for all eligible nurses:

- 10 New Year's Day
- 11 Martin Luther King Jr. Day
- 12 Presidents' Day\*
- 13 Memorial Day
- 14 Juneteenth
- 15 Independence Day
- 16 Labor Day
- 17 Veterans Day\*
- 18 Thanksgiving Day
- 19 Day after Thanksgiving\*
- 20 Christmas Day

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

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

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

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

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

## 36 **Section 3. Holidays on Day Off.**

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

1 **Section 4. Holiday Pay Entitlement.**

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

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

13 **Section 5. Holiday Pay.**

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

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

24 **Section 6. Work on a Holiday.**

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

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

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

38 **Section 7. Religious Holidays.**

39 In accordance with M.S. 15A.22, any nurse who observes a religious holiday on a day which does  
40 not fall on a Sunday, a legal holiday or a holiday listed in Section 2 above, shall be entitled to that

1 day off to observe the religious holiday. Such time off to observe religious holidays shall be taken  
2 without pay except where the nurse has sufficient accumulated vacation leave or, by mutual  
3 consent, is able to make the time up. Nurses shall notify the Appointing Authority at least twenty-  
4 one (21) working days prior to the leave.

#### 5 **Section 8. Meet and Confer.**

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

#### 8 **Section 9. Christmas Holiday Schedule.**

9 Nurses who work in a continuous operation facility will be scheduled for the Christmas holiday as  
10 follows:

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

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

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

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

#### 32 **Section 10. Holidays and Flexible Scheduling.**

33 See Article 4, Section 15 for holidays under flexible scheduling arrangements.

### 34 **ARTICLE 7 - VACATION LEAVE**

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#### 35 **Section 1. Eligibility.**

36 All nurses except student workers, intermittent nurses, emergency nurses, and temporary nurses  
37 shall be eligible for purposes of this Article. However, intermittent nurses shall become eligible



1 nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve  
 2 (12) month period. Connect 700 Program employees shall be considered eligible during their on-  
 3 the-job demonstration process for purposes of this Article. Hours of vacation leave used by the  
 4 Connect 700 Program employee during their on-the-job demonstration process shall not be  
 5 counted toward the seven hundred (700) hours. Eligible nurses on layoff who accept an  
 6 emergency or temporary appointment shall continue to be eligible to accrue and use vacation  
 7 leave.

8 **Section 2. Allowances.**

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

<b><u>LENGTH OF SERVICE REQUIREMENT</u></b>	<b><u>VACATION ACCRUAL RATE PER FULL PAYROLL PERIOD</u></b>
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

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

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

<b><u>LENGTH OF SERVICE REQUIREMENT</u></b>	<b><u>VACATION ACCRUAL RATE PER FULL PAYROLL PERIOD</u></b>
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

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

21 **Length of Service**



1 For purposes of determining changes in a nurse's accrual rate, Length of Service Requirement shall  
2 include any leave of absence for pregnancy and childbirth where the physician certifies that the  
3 nurse is unable to work because she is disabled and shall not include periods of suspension, or  
4 unpaid non-medical leaves of absence, that are more than one (1) full pay period in duration.  
5 Length of service requirement shall only include a nurse's service in a vacation eligible status.  
6 Accrual dates shall not be adjusted for nurses on military leave.

#### 7 **Changes in Accruals**

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

#### 10 **Reinstatement**

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

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

#### 18 **Vacation – 275 Hours**

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

#### 24 **Vacation Use**

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

#### 26 **Military Leave and Vacation**

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

#### 31 **Workers' Compensation and Vacation**

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

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

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

### 3 **Vacation for Initial Appointments**

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

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

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

### 14 **Section 3. Crediting Accruals for Nurses in the Registered Nurse Advanced Practice or Psychiatric** 15 **Registered Nurse Advanced Practice Classifications.**

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

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

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

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

### 31 **Section 4. Granting Vacation.**

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

### 39 **Written Requests**

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

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

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

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

### 13 **Vacation on Weekends**

14 In continuous operations facilities where:

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

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

21 0-5 years of service – 3 weekends per fiscal year

22 5-8 years of service – 4 weekends per fiscal year

23 8-18 years of service – 7 weekends per fiscal year

24 18-30 years of service – 8 weekends per fiscal year

25 After 30 years of service – 9 weekends per fiscal year

### 26 **Meet and Confer**

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

### 29 **Section 5. Vacation Charges.**

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

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

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

#### 7 **Section 6. Vacation Transfer - Liquidation.**

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

13 At the nurse's option, they may receive payment for accumulated vacation leave upon beginning  
14 an unpaid leave of absence approved for more than one year in duration provided the leave of  
15 absence is not for the purpose of accepting an unclassified position in State Civil Service. However,  
16 in no case shall payment exceed two hundred sixty (260) hours except in the death of an  
17 employee.

#### 18 **Section 7. Vacation Leave and Flexible Scheduling.**

19 See Article 4, Section 15 for vacation leave under flexible scheduling arrangements.

#### 20 **Section 8. Vacation Donation Program.**

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

### 23 **ARTICLE 8 - SICK LEAVE**

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#### 24 **Section 1. Eligibility.**

25 All nurses shall be eligible nurses for purposes of this Article, (except for intermittent nurses,  
26 emergency nurses, and temporary nurses). In addition, intermittent nurses shall become eligible  
27 nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve  
28 (12) month period. Connect 700 Program employees shall be considered eligible during their on-  
29 the-job demonstration process for purposes of this Article. Hours of sick leave used by the  
30 Connect 700 Program employee during their on-the-job demonstration process shall not be  
31 counted toward the seven hundred (700) hours. Eligible nurses on layoff who accept an  
32 emergency or temporary appointment shall continue to be eligible to accrue and use sick leave.

#### 33 **Section 2. Sick Leave Accrual Rate.**

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

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

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

3 **Workers' Compensation.**

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

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

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

13 **Section 3. Sick Leave Upon Transfer.**

14 An eligible nurse who transfers or is transferred from another Appointing Authority without an  
15 interruption in service shall carry forward accrued and unused sick leave.

16 **Section 4. Sick Leave Restoration Upon Reinstatement or Reappointment.**

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

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

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

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

28 A nurse who receives severance pay but returns to State service and is reinstated or  
29 reappointed shall have their sick leave balance restored at sixty (60) percent of the nurse's  
30 accumulated but unused sick leave balance (which balance shall not exceed nine hundred  
31 (900) hours plus eighty-seven and one-half (87½) percent of the nurse's accumulated but  
32 unused sick leave bank).

33 **Section 5. Usage.**

34 A nurse shall be granted sick leave with pay as follows:

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

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

- 2 1. For absences necessitated by the nurse's illness, or disability; by a necessity for medical,  
3 chiropractic, or dental care; or
- 4 2. by the nurse's exposure to contagious disease which endangers the health of other nurses,  
5 clients, or the public; or
- 6 3. by illness or injury of a spouse, dependent children, step-children/foster-children  
7 (including wards, and children for whom the nurse is legal guardian), or parent living in the  
8 same household of the nurse; or
- 9 4. illness of a minor child (whether or not the child lives in the same household of the nurse),  
10 for such reasonable periods as their attendance may be necessary; or
- 11 5. by illness or injury of adult children, parent, stepparent, grandparent, father-in-law,  
12 mother-in-law, brother or sister, or grandchild for such periods as the nurse's attendance  
13 may be necessary; or
- 14 6. a pregnant nurse may also use sick leave during the period of time that her doctor or  
15 midwife certifies that she is unable to work because of the pregnancy; or
- 16 7. to accompany a parent, spouse, minor or dependent children/step-children/foster children  
17 (including wards or children for whom the nurse is the legal guardian) to dental or medical  
18 appointments.
- 19 8. Sick leave may also be used for the illness or injury of other family members as provided by  
20 state law.
- 21 9. Sick leave may also be used by the nurse for the purposes of obtaining assistance or  
22 providing assistance to a relative as named above because of sexual assault, domestic  
23 abuse, or stalking.

24 The Employer may limit the use of personal sick leave for the reasons in Section A5 and A9  
25 listed above to a cap of 160 hours in any 12 month period.

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

- 27 1. Leave to arrange for necessary nursing care for members of the family or
- 28 2. Birth or adoption of a child except as indicated in Section 5.A. above.

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

32 **Section 6. Requests for Medical Statements.**

33 If the Appointing Authority believes that the nurse has abused or is abusing sick leave, nurses  
34 using leave under this Article may be required to furnish a statement from a medical practitioner  
35 upon the request of an Appointing Authority.

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

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

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

#### 6 **Section 7. Sick Leave Charges.**

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

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

11 C. **Incremental Use.** In no instance shall sick leave be granted for periods of less than one-half  
12 (1/2) hour except to permit utilization of lesser increments that have been accrued.

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

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

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

#### 20 **Section 8. Severance Pay.**

21 A. **Calculation.** Severance pay shall be equal to forty (40) percent of the nurse's accumulated but  
22 unused sick leave balance up to nine hundred (900) hours and twelve and one-half percent  
23 (12.5%) of the remaining balance.

#### 24 **Eligibility.**

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

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

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

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

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

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

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

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

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

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

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

21 D. **Terms of Severance Payment.** Such severance pay shall be excluded from retirement  
22 deductions and from any calculations in retirement benefits and shall be paid over a period  
23 not to exceed two (2) years from termination of employment. In the event that a terminated  
24 nurse dies before all or a portion of the severance pay has been disbursed, that balance due  
25 shall be paid to a named beneficiary or, if there is no named beneficiary, to the deceased's  
26 estate.

## 27 **Section 9. Sick Leave and Flexible Scheduling.**

28 See Article 4, Section 15 for sick leave under flexible scheduling arrangements.

## 29 **ARTICLE 9 - INJURED ON DUTY**

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### 30 **Section 1. Special Rate.**

31 A. The parties recognize that nurses working with residents or inmates at certain state  
32 institutions or facilities face a high potential for injury due to the nature of their employment.  
33 Therefore, a nurse of any Department of Corrections institutions, Department of Human  
34 Services facilities, or the Minnesota Veterans Home who, in the ordinary course of  
35 employment, while acting in a reasonable and prudent manner and in compliance with the  
36 established rules and procedures of the Appointing Authority, incurs a disabling injury  
37 stemming from the aggressive and/or intentional and overt act of a person who is a resident



1 or is in the custodial control of the institution, or which is incurred while attempting to  
2 apprehend or take into custody such inmate or resident, shall receive compensation in an  
3 amount equal to the difference between the nurse's regular rate of pay and benefits paid  
4 under workers' compensation, without deduction from the nurse's accrued sick leave. Such  
5 compensation shall be used prior to receiving workers' compensation benefits and/or to  
6 supplement workers' compensation benefits and shall not exceed an amount equal to three  
7 hundred (300) times the nurse's regular hourly rate of pay per disabling injury.

8 B. If the disabling injury referenced in Section A. requires the employee to seek medical attention  
9 during or immediately following their shift, they shall be compensated a lump sum payment  
10 for the time until admission and/or discharge not to exceed four (4) hours. If transport to a  
11 secondary medical facility is required, up to an additional four (4) hours shall be granted. This  
12 provision will ~~sunset upon the~~remain in effect until the 2025-2027 successor agreement is  
13 implemented~~ratification of the 2023-2025 contract.~~

## 14 Section 2. Workers' Compensation Leave.

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

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

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

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

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

1 **ARTICLE 10 - LEAVES OF ABSENCE**

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2 **Section 1. Application and Authorization for Leave.**

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

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

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

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

13 Should the nurse not have sufficient sick leave accruals to take leave for bereavement of the  
14 family members listed above, the use of a reasonable period of vacation leave shall be  
15 granted.

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

19 The supervisor shall make a reasonable effort to adjust the hours of a nurse in order to permit  
20 their attendance at the funeral of a co-worker.

21 Nurses who experience a stillbirth or the death of their child within the time-period they  
22 would otherwise be eligible to use Paid Parental Leave (PPL) under the conditions of Section 2  
23 (H) are eligible to use PPL.

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

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

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

- 1 E. **Voting Time Leave.** Any nurse who is eligible to vote in any statewide general election, tribal  
2 election, or at any election to fill a vacancy in the office of a representative in Congress or in  
3 the office of state senator or state representative, may absent themselves from work for the  
4 purpose of voting of such election day provided the nurse has made prior arrangements for  
5 such absence with their immediate supervisor.
- 6 F. **Investigatory Leave.** The Appointing Authority/designee may place a nurse who is the subject  
7 of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis  
8 exists to warrant such leave. Any nurse who is placed on investigatory leave with pay shall be  
9 given a written statement indicating that the nurse is being placed on investigatory leave and  
10 the reasons for the investigation. Information provided on the status of the investigation shall  
11 be in accordance with Minnesota Government Data Practices Act.
- 12 G. **Administrative Leave.** The Appointing Authority may at its discretion place a nurse on paid  
13 administrative leave for up to thirty (30) calendar days where the nurse has been involved in a  
14 critical incident or where continued presence in the workplace poses a risk to the nurse or the  
15 organization. Upon placing a nurse on administrative leave, the Appointing Authority shall  
16 notify the nurse in writing of the basis for placing the nurse on such leave and the estimated  
17 duration of the leave. The Commissioner of Minnesota Management and Budget may  
18 authorize the leave to be extended for a period not greater than thirty (30) calendar days,  
19 unless the Association has agreed to an extension(s) of longer duration. It is the Appointing  
20 Authority's policy to return a nurse to active duty status as soon as is practical and prudent.

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

24 H. **Paid Parental Leave.**

- 25 1. **Length of Leave.** Paid parental leaves of absence of up to six (6) consecutive weeks shall be  
26 granted to eligible nurses who request such leave following the birth or adoption of a child.
- 27 2. **Eligibility.** Nurses are eligible if they meet eligibility criteria for Family and Medical Leave  
28 Act ("FMLA") leave, which generally means the nurse has been employed by the Employer  
29 for twelve (12) months and has worked at least 1,250 hours during the year immediately  
30 preceding the leave. Paid parental leave ("PPL") is available to nurses who experience the  
31 following qualifying events:
- 32 • A nurse or their spouse/partner gives birth to the nurse's child;
  - 33 • A child is placed in the nurse's home for adoption; or
  - 34 • A child is placed in the nurse's home to adjudicate parentage in cases of surrogacy  
35 when the nurse is the intended parent.
- 36 3. **Use.** Eligible nurses must complete PPL within six (6) months of the qualifying event. At the  
37 Appointing Authority's discretion, nurses may be allowed intermittent or reduced schedule  
38 use of leave, which must be completed within twelve (12) months of the qualifying event.  
39 PPL not used within the required timeframe shall not be carried over or cashed out.
- 40 4. **Interaction with Other Leaves.** Paid parental leave will run concurrently with any unpaid  
41 leave(s) that parents may be entitled to under other provisions of this Agreement or

1 provided by law. Nurses shall not receive other types of paid leave provided by this  
2 Agreement (e.g., sick, vacation, compensatory time) for hours for which they are receiving  
3 PPL.

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

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

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

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

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

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

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

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

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

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

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

33 F. **Association Leave.** Upon the written request of the Association to the State Negotiator or  
34 designee, nurses who are elected or appointed by the Association to serve on an Association  
35 Negotiating Team shall be granted reasonable time off for such purposes. In order to request  
36 leave time for the Negotiating Team, the Association will provide Management and Budget  
37 with a list of bargaining team members and dates/times of requested leave, as soon as  
38 practicable. Once that list is provided, requests for Association Leave for the purposes of  
39 negotiations or preparations for negotiations will be made to the nurse's Appointing Authority.

1 Association Representatives or other nurses who may be elected or appointed by the  
2 Association to perform certain duties for the exclusive representative on a daily basis, shall be  
3 granted such time off on a daily basis provided, the granting of such time off does not  
4 adversely affect the operations of the nurse's work unit.

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

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

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

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

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

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

#### 23 **Section 4. Return from Leave.**

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

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

1 **Section 5. Statutory Leaves.**

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

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

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5 **Section 1. Vacancies.**

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

9 **Section 2. Waivers.**

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

13 **Section 3. Employment Condition.**

14 Employment condition is the combination of the hours of work and appointment status as defined  
15 in A and B below.

16 A. **Hours of Work.**

- 17 1. **Full-time employees.** "Full-time employee" means an employee who is normally scheduled  
18 to work 80 hours in a bi-weekly payroll period.
- 19 2. **Part-time employee.** "Part-time employee" means an employee who is normally  
20 scheduled to work fewer than 80 hours in a biweekly payroll period.
- 21 3. **Intermittent employee.** "Intermittent employee" means an employee who works an  
22 irregular and uncertain schedule which alternatively begins, ceases, and begins again as  
23 the needs of the agency require.

24 B. **Appointment Status.**

- 25 1. **Unlimited employee.** "Unlimited employee" means an employee who is appointed with no  
26 definite ending date.
- 27 2. **Temporary employee.** "Temporary employee" means an employee who is appointed with  
28 a definite ending date. A temporary employee's term of employment may not exceed a  
29 total of twelve (12) months in any twenty-four (24) month period in any one agency.
- 30 3. **Seasonal employee.** "Seasonal employee" means an employee who is appointed for no  
31 more than ten (10) months during any twelve (12) consecutive months but who is  
32 expected to return to work year after year.
- 33 4. **Emergency employee.** "Emergency employee" means an employee who is appointed for  
34 no more than forty-five (45) aggregate working days in any twelve (12) month period for  
35 any single Appointing Authority.

1 **Section 4. Job Postings.**

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

9 Vacancies shall be filled by the posting and written memo of intent/interest bid process until there  
10 is no bid or until a maximum of three (3) such vacancies have been filled, whichever comes first.

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

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

18 **Section 5. Written Memo of Intent.**

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

28 **Section 6. Filling Positions.**

29 Whenever the Appointing Authority determines that a vacancy shall be filled and a seniority unit  
30 layoff list as defined in Article 13, Section 6(A) exists, vacancies shall be filled by recall from the  
31 seniority unit layoff list. In the absence of a seniority unit layoff list, the Appointing Authority shall  
32 fill vacancies from among those qualified nurses on the bargaining unit layoff list. In the absence  
33 of both layoff lists, the Appointing Authority may fill vacancies in accordance with provisions of  
34 Minnesota Statutes.

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



1 **Section 7. Transfers Between Appointing Authorities.**

2 Nurses working under one Appointing Authority may request a transfer to a position under  
3 another Appointing Authority by submitting such request in writing to the Human Resources  
4 Office of the Appointing Authority to which the nurse wishes to transfer. The Employer will supply  
5 the Association with a list of all Human Resources staff, including addresses and telephone  
6 numbers, in agencies where nurses covered by this Agreement are employed.

7 **Section 8. Effects of Changes in Position Allocations on the Filling of Positions.**

8 When the allocation of a position has been changed as the result of changes in the organizational  
9 structure of an agency or abrupt changes in the duties and responsibilities of the position, the  
10 position shall be considered vacant under the provisions of this Article and filled in accordance  
11 with Sections 4 through 6.

12 **Section 9. Effects of Reallocation on the Filling of Positions.**

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

19 When the incumbent nurse does not possess the required licensure, certification or registration,  
20 the nurse shall be removed from the position within thirty (30) calendar days from the date of  
21 notification to the Appointing Authority of the nurse's failure to qualify. The position shall then be  
22 considered vacant under the provisions of this Article and may be filled in accordance with  
23 Sections 4 through 6. If the incumbent is ineligible to continue in the position and is not  
24 transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

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

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

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

36 **Section 10. Classification Decisions.**

37 The decisions of the Commissioner of Minnesota Management and Budget pursuant to Sections 8  
38 and 9 shall not be subject to the grievance and arbitration provision of this Agreement. Nurses  
39 may appeal the decision under Minnesota Statutes and Administrative Procedures of Minnesota  
40 Management and Budget.



1 **Section 11. Probationary Period Duration.**

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

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

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

12 C. **Length of Probationary Period.**

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

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

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

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

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

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

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

37 During the probationary period the Appointing Authority shall conduct a minimum of one (1)  
38 performance review of the nurse's work performance at the approximate midpoint of the  
39 probationary period. This evaluation shall include a plan of action based on performance

1 indicators contained in the position description and shall include coaching to achieve these  
2 performance indicators.

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

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

## 8 **Section 12. Probationary Nurses.**

9 A nurse on probation who is not certified shall be given written reasons for their non-certification  
10 with a copy of the letter to the Association.

11 A. **Serving Initial Probationary Period.** Probationary nurses serving an initial probationary period  
12 may have the Association process the grievance on discharge or non-certification to Step 2 of  
13 Article 16 (Grievance Procedure), but such grievances shall not be subject to the arbitration  
14 provision of this Agreement.

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

## 24 **ARTICLE 12 - SENIORITY**

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### 25 **Section 1. Seniority.**

26 For the purpose of this Article, seniority is defined as follows:

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

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

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

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

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

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

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

15 Continuous employment shall include time on layoff.

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

## 22 **Section 2. Seniority Rosters.**

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

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

# 1 **ARTICLE 13 - LAYOFF AND RECALL**

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## 2 **Section 1. Layoff.**

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

## 6 **Section 2. Layoff Procedures.**

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

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

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

### 20 **A. Bumps within thirty-five (35) miles.**

- 21 1. Bump the least senior nurse occupying a position in the same class, option if any, seniority  
22 unit, and employment condition.
- 23 2. Accept a vacancy in the same seniority unit and employment condition in the class and  
24 option, if any, in which the nurse most recently served.
- 25 3. Bump the least senior nurse occupying a position in the same seniority unit and  
26 employment condition in the next lower or equal class and option in which the nurse most  
27 recently served.

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

- 29 1. Bump the least senior nurse occupying a position in the same class, option if any, seniority  
30 unit, and employment condition more than thirty-five (35) miles from the nurse's current  
31 work location.
- 32 2. Accept a vacancy in the same seniority unit and employment condition in the class and  
33 option, if any, in which the nurse most recently served more than thirty-five (35) miles  
34 from the nurse's current work location.
- 35 3. Bump the least senior nurse occupying a position in the same seniority unit and  
36 employment condition in the next lower or equal class and option in which the nurse most  
37 recently served more than thirty-five (35) miles from the nurse's current work location.

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

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

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

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

- 19 A. The nurse may bump only into a position under the same Appointing Authority.
- 20 B. The nurse shall have exhausted all bumping rights within their own bargaining unit or, if  
21 not in a bargaining unit, within the applicable framework.
- 22 C. The nurse shall fill a vacancy in a class in which they have previously served or for which  
23 they are determined to be qualified by the Employer prior to bumping any nurse in a  
24 bargaining unit represented by the Association. Nurses in the bargaining unit represented  
25 by the Association shall be able to exercise a bump to a vacancy prior to the vacancy being  
26 filled by a nurse from a bargaining unit not represented by the Association.

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

### 28 **Section 3. Demotion in Lieu of Lay Off.**

29 A nurse who demotes as part of the layoff procedure shall retain their current rate of pay or the  
30 rate of pay at the top of the pay range of the class to which they demote, whichever is less.

### 31 **Section 4. Voluntary Leaves in Lieu of Layoff.**

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

1 **Section 5. Out-of-Order Seniority Layoff.**

2 Upon the request of a more senior nurse and approval of the Appointing Authority, a more senior  
3 nurse may be laid off out of seniority order.

4 **Section 6. Layoff Lists.**

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

11 B. **Bargaining Unit Layoff List.** The name(s) of such nurse(s) shall also be placed on a bargaining  
12 unit layoff list for the class, option if any, bargaining unit, and employment condition from which  
13 the nurse was laid off. Such names shall be placed on the list in order of the length of continuous  
14 employment in the class in the state service. The nurse's name shall remain on the bargaining  
15 unit layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous  
16 employment in the class and state service to a maximum of three (3) years.

17 When a nurse's name is placed on the bargaining unit layoff list, the nurse shall indicate the  
18 seniority unit(s), the geographic location(s), and employment condition(s) for which they  
19 would accept recall. The nurse may change their availability by notifying Minnesota  
20 Management and Budget.

21 **Section 7. Recall.**

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

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

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

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

37 D. The Appointing Authority shall notify the nurse of recall in writing by personal service or  
38 certified mail (return receipt requested) at least fifteen (15) calendar days prior to the  
39 reporting date. The nurse shall notify the Appointing Authority in writing by personal service  
40 or certified mail within ten (10) calendar days of the date of mailing of the nurse's intent to

1 return to work and the nurse shall report for work on the reporting date unless other  
2 arrangements are made. The nurse shall be responsible for keeping Minnesota Management  
3 and Budget informed of their current address and availability.

## 4 **ARTICLE 14 - PERSONNEL FILES**

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### 5 **Section 1. Personnel Files.**

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

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

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

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

20 The removal of written reprimand, at the request of the nurse from their personnel file, shall  
21 constitute the resolution of any applicable outstanding grievances related to the written  
22 reprimand.

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

### 26 **Section 2. Access.**

27 Each nurse shall have access to their personnel file during normal business hours and under  
28 Appointing Authority supervision. A nurse shall have the right to have placed in their file materials  
29 that they determine may affect their employment, including statements in response to any other  
30 materials in their file.

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

### 33 **Section 3. Copies.**

34 Upon written request of the nurse, the Appointing Authority shall provide the nurse copies of  
35 contents in their personnel file, provided that the cost of such copies is borne by the nurse.



# ARTICLE 15 - TERMINATION OF EMPLOYMENT, DISCIPLINARY ACTIONS

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## 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. An Association representative who provides representation during the Association representative's work hours at such an investigatory interview or any meeting related to a demotion, suspension, or discharge at which an employee is entitled to Association representation (in other words, a *Loudermill* meeting) shall have no loss of pay. 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. An Association representative who provides representation during the Association representative's work hours at such an investigatory interview at which an employee is entitled to Association representation shall have no loss of pay.

A nurse who has been notified of the Appointing Authority that they are 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 them, and to present their side of the story and is entitled to Association representation at such meeting, upon request. An Association representative who provides representation during the Association representative's work hours at such a meeting (the *Loudermill* meeting) shall have no loss of pay. 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



1 period when the meeting may occur. The nurse shall remain in pay status during the time  
2 between the notice of discharge and the expiration of the meeting. However, if the nurse was  
3 not in pay status at the time of the notice of discharge, the requirement to be in pay status  
4 shall not apply.

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

### 9 **Section 3. Loudermill Hearing.**

10 If the intent of the Appointing Authority is to suspend, demote, or discharge a nurse they shall first  
11 notify the nurse that they may request an opportunity to hear an explanation of the evidence  
12 against them and to present their side of the story and is entitled to Association representation at  
13 such meeting. The right to such meeting (Loudermill Hearing) shall expire at the end of the next  
14 scheduled work day of the nurse after the notice of a suspension, demotion, or discharge is  
15 delivered to the nurse, unless the nurse and the Appointing Authority agree otherwise. The  
16 discipline shall not become effective during the period when the meeting may occur. The nurse  
17 shall remain in their normal pay status during the time between the notice of discipline and the  
18 expiration of the meeting.

### 19 **Section 4. Unclassified Nurses.**

20 The termination of an unclassified nurse is not subject to the arbitration provision of this  
21 agreement.

## 22 **ARTICLE 16 - GRIEVANCE PROCEDURE**

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### 23 **Section 1. Definition of a Grievance.**

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

### 29 **Section 2. Grievance Procedure.**

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

37 B. Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this  
38 procedure, the Association may within fifteen (15) calendar days after the immediate

1 supervisor's response is given or due, whichever comes first, present the grievance in writing  
2 to the Appointing Authority's Human Resources office, or other party as designated by the  
3 Appointing Authority to process grievances. The written grievance shall state the nature of the  
4 grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly  
5 violated, and the relief requested. Within fifteen (15) calendar days after the Appointing  
6 Authority's Human Resources office, or other party as designated receives the written  
7 grievance, the Appointing Authority's representative shall arrange a meeting with the  
8 Association Representative to resolve the grievance. The Appointing Authority's representative  
9 shall respond to the grievance in writing to the Association Representative(s) and the  
10 Association within fifteen (15) calendar days of the meeting.

- 11 C. Step 3: If the grievance still remains unresolved the Association may within fifteen (15)  
12 calendar days after the response of the Appointing Authority or their designee is due request  
13 arbitration of the grievance, by written notice to the State Negotiator or designee. Upon  
14 request of either the Association or State Negotiator or designee, the parties agree to  
15 schedule a meeting to discuss the grievance at a mutually agreeable time within fifteen (15)  
16 working days.

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

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

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

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

### 39 **Section 3. Disclosure.**

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

1 **Section 4. Release Time.**

2 The Association representative(s) (up to two (2)) and the grieving nurse shall be allowed a  
3 reasonable amount of time without loss of pay while on the Appointing Authority's premises to  
4 investigate and present the nurse's grievances to the Appointing Authority. The Association  
5 representative(s) and the grieving nurse shall not leave work or disrupt departmental routine to  
6 discuss grievances without first requesting permission from their immediate supervisor(s), which  
7 shall not be unreasonably withheld.

8 The Association representative(s) and the grieving nurse shall receive their regular pay, excluding  
9 overtime, when a grievance is investigated or processed during working hours in Steps 1 through  
10 3.

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

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

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

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

32 **Section 6. Nurses who Voluntarily Separate.**

33 The Union shall withdraw a grievance upon request from MMB if the sole grievant voluntarily  
34 terminates their employment, unless such grievance directly affects their status upon termination  
35 or a claim of vested money interest, in which cases the nurse may benefit by any later settlement  
36 of a grievance in which they were involved. The withdrawal of such grievances shall be without  
37 prejudice to any underlying claims and may not be used as evidence in any subsequent arbitration  
38 proceedings.

# 1 **ARTICLE 17 - WAGES**

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## 2 **Section 1. Salary Ranges.**

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

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

## 8 **Section 2. Appointment above the Minimum on Entry into State Service.**

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

## 15 **Section 3. Conversion.**

16 Effective July 1, 202~~34~~, all nurses shall be assigned to the same relative step within the salary  
17 range for their respective class as specified in Appendix D-1 except as set forth below.

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

21 In the event the July 1, 202~~34~~ maximum rate set forth in Appendix D-1 is equal to or less than the  
22 nurse's salary as of June 30, 202~~34~~, no adjustment shall be made, but nurses assigned to these  
23 classes shall suffer no reduction in pay.

## 24 **Section 4. First Fiscal Year Wage Adjustment.**

25 Effective July 1, 202~~34~~, all salary ranges and rates shall be increased by five and one-half percent  
26 (5.5%)~~two and one-half percent (2.5%)~~, rounded to the nearest cent. The compensation grid for  
27 classes covered by this Agreement is contained in Appendix D-1. Nurses shall convert up to the  
28 new compensation grid as provided in Section 3 above. Conversion to the new compensation grid  
29 shall not change a nurse's eligibility for step progression increases.

## 30 **Section 5. Second Fiscal Year Wage Adjustment.**

31 Effective July 1, 202~~42~~, all salary ranges and rates shall be increased by four and one-half percent  
32 (4.5%)~~two and one-half percent (2.5%)~~, rounded to the nearest cent. Salary increases provided by  
33 this section shall be given to all nurses, including those nurses whose rates of pay exceed the  
34 maximum for their class. The compensation grid for classes covered by this Agreement is  
35 contained in Appendix D-2. Conversion to the new compensation grid shall not change a nurse's  
36 eligibility for step progression increases.

1 **Section 6. Progression.**

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

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

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

11 **Section 7. Achievement Awards.**

12 In addition to the foregoing, nurses who have demonstrated outstanding performance may  
13 receive an achievement award in the amount of one (1) salary step or lump sum payment not to  
14 exceed one thousand five hundred dollars (\$1,500) at the discretion of the Appointing Authority.  
15 The receipt of an Achievement Award shall not affect the timing of future progression increases.  
16 The number of achievement awards granted shall be limited each fiscal year to a maximum of  
17 thirty-five (35%) percent of the number of nurse positions in the seniority unit authorized at the  
18 beginning of that fiscal year, except that in seniority units of three (3) or fewer nurses, the  
19 Appointing Authority may grant one achievement award in each seniority unit.

20 **Section 8. Salary on Reemployment or Reinstatement.**

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

25 **Section 9. Salary on Transfer.**

26 A nurse who is transferred to a nurse position under another Appointing Authority, and who  
27 voluntarily and without asking, encouraging, or prompting discloses their current salary, shall  
28 receive the salary being paid before such transfer. In any case of transfer, no nurse shall receive a  
29 rate of pay below the minimum of the range for the class to which such nurse has been  
30 transferred.

31 **Section 10. Salary on Promotion.**

32 Nurses who are promoted during the life of this agreement shall have their salary adjusted to a  
33 rate in the new salary range which provides an increase in pay.

34 **Section 11. Salary on Voluntary Demotion.**

35 A nurse who takes a voluntary demotion shall retain their present salary unless that salary exceeds  
36 the maximum rate of pay for the position in which case the nurse's salary shall be adjusted to the  
37 new maximum. However, a nurse may continue to receive a rate of pay in excess of the salary

1 range maximum upon the recommendation of the Appointing Authority and approval of the  
2 Commissioner of Minnesota Management and Budget.

3 **Section 12. Reallocation Downward.**

4 If a position is reallocated to a class in a lower salary range, and the salary of the nurse exceeds  
5 the maximum of the new range, the nurse shall be placed in the new class and shall retain their  
6 current salary. In addition, the nurse shall receive any across-the-board wage increase as provided  
7 by this Agreement.

8 **Section 13. Shift Differential.**

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

14 The shift differential for all other nurses shall be ~~one-two~~ dollars and seventy-five cents  
15 (~~\$1.75~~2.75) per hour for all hours worked between 6:00 p.m. and 6:00 a.m. Such shift differential  
16 shall be in addition to the nurse's hourly rate of pay and shall be included in all payroll  
17 calculations, but shall not apply during periods of paid leave.

18 **Section 14. Officer of the Day (OD) Differential.**

19 When a nurse is assigned in writing to perform the duties of Officer of the Day (OD) for an  
20 institution, that nurse shall receive OD pay in the amount of two dollars and seventy-five cents  
21 (~~\$2.75~~00) per hour. In addition, nurses shall receive shift differential as provided in Section 13.

22 **Section 15. Charge Nurse Differential.**

23 When a nurse is assigned to perform the duties of Charge Nurse for the day, that nurse shall  
24 receive a charge nurse differential in the amount of ~~one-two~~ dollars and ~~twentysixty~~-five cents  
25 (~~\$2.25~~1.65) per hour for all hours worked. In addition, nurses shall receive shift differential as  
26 provided in Section 13.

27 **Section 16. Work Out of Class.**

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

36 **Section 17. Salary Increase on Attainment of Baccalaureate Degree or Master's Degree.**

37 Nurses attaining a Baccalaureate Degree or Master's Degree in Nursing or a related field as  
38 determined by the Appointing Authority shall receive a one-step salary increase within their

1 current salary range up to the range maximum. If at the maximum of the salary range, a one-time  
2 four percent (4%) bonus of the base salary will be paid. This increase shall not affect the nurse's  
3 length of service in their current salary range.

4 **Section 18. Health /Dental Premium Account.**

5 The Employer agrees to provide insurance eligible nurses with the option to pay for the nurse  
6 portion of health and dental premiums on a pretax basis as permitted by law or regulation.

7 **Section 19. Medical/Dental Expense Account.**

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

14 **Section 20. Dependent Care Expense Account.**

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

18 **Section 21. Deferred Compensation Plan.**

19 The Employer shall contribute to the deferred compensation plan under M.S. 352.96 for nurses  
20 covered by the Agreement. The Employer-paid contribution shall be in an amount matching nurse  
21 contribution on a dollar for dollar basis pursuant to M.S. 356.24. Such Employer-paid contribution  
22 shall not exceed two hundred and fifty dollars (\$250) during each fiscal year of the Agreement.

23 A nurse may choose to convert some or all of their compensatory time bank one time during each  
24 fiscal year (July 1 - June 30) at a time of their choosing using the employee self-service system as  
25 long as the total hours converted in a fiscal year do not exceed one hundred (100).

26 **Section 22. Health Care Savings Plan.**

27 A mandatory Health Care Savings Plan (HCSP) for each nurse except intermittents shall be  
28 established and funded by an employee contribution of one hundred dollars (\$100.00) per month.  
29 Additionally, nurses who, for reasons other than death, are eligible to receive severance pay in  
30 accordance with Article 8, Sick Leave, Section 8, shall have one hundred percent (100%) of such  
31 severance pay put into the nurse's Health Care Savings Plan.

32 **Section 23. Voluntary Weekend or Holiday Shift Bonus.**

33 This provision modifies Article 4 of the Master Agreement between the State of Minnesota and  
34 the Minnesota Nurses Association and applies only to weekend shifts or holiday shifts that  
35 become available within fourteen (14) calendar days.



- 1 1. A nurse who is asked by the Appointing Authority or designee and agrees to work a  
2 weekend shift or holiday shift shall receive a bonus payment of one hundred dollars (\$100)  
3 in addition to their regular compensation for hours worked.
- 4 2. To be eligible for the bonus payment, the shift offered by the Appointing Authority or  
5 designee must be at least three (3) hours in length.
- 6 3. A nurse may be eligible for more than one (1) weekend bonus payment in the same  
7 weekend if the nurse agrees to work more than one shift as offered by the Appointing  
8 Authority or designee.
- 9 4. For the purposes of the bonus, weekends are defined as Friday evening, or the start of the  
10 p.m. shift, through the Sunday night shift.
- 11 5. If the nurse volunteers to work a holiday shift that also falls on a weekend, the nurse shall  
12 receive only one bonus payment of one hundred dollars (\$100) in addition to their regular  
13 compensation for hours worked.
- 14 6. The holiday shift bonus shall not apply to nurses in non-continuous operations where the  
15 holiday falls on a weekend but is being observed on a weekday.
- 16 7. This provision shall remain in effect until the 2025-2027 successor agreement is  
17 implemented through June 30, 2025.

#### 18 **Section 24. Voluntary Weekday Shift Bonus Program (Pilot)**

19 At the Appointing Authority's discretion, a Voluntary Weekday Shift Bonus Program may be  
20 administered. This provision modifies Article 4 of the Master Agreement between the State of  
21 Minnesota and the Minnesota Nurses Association and applies only to weekday shifts that become  
22 available within fourteen (14) calendar days.

- 24 1. A nurse who is asked by the Appointing Authority or designee and agrees to work a  
25 weekday shift shall receive a bonus payment of up to fifty dollars (\$50) in addition to their  
26 regular compensation for hours worked.
- 27 2. To be eligible for the bonus payment, the shift offered by the Appointing Authority or  
28 designee must be at least three (3) hours in length.
- 29 3. A nurse may be eligible for more than one (1) weekday bonus payment in the same work  
30 week if the nurse agrees to work more than one shift as offered by the Appointing  
31 Authority or designee.
- 32 4. For the purposes of the bonus, weekdays are defined as Monday morning, or the start of  
33 the a.m. shift, through the Friday morning shift.
- 34 5. This provision shall remain in effect until the 2025-2027 successor agreement is  
35 implemented.

#### 36 **Section 254. Student Loan Payment Reimbursement.**

37 This student loan payment reimbursement provision shall be in effect upon the effective date of  
38 this Agreement.



- 1 1. A nurse may request and an Appointing Authority may approve reimbursement for the nurse's  
2 student loan payments, made on their outstanding student loan balances.
- 3 2. In order to qualify for this reimbursement, the student loan payments must be made by the  
4 nurse after the effective date of this agreement.
- 5 3. The nurse must have current student loan debt incurred within fifteen (15) years immediately  
6 prior to the payment being requested by the nurse.
- 7 4. Student loan reimbursement payments cannot be applied to Continuing Education Units that  
8 are required to maintain a Registered Nurse or Advanced Practice Registered Nurse license or  
9 credentials.
- 10 5. Student loan reimbursement payments for all nurses except Advanced Practice Registered  
11 Nurses and Psychiatric Advanced Practice Registered Nurses shall not exceed five thousand  
12 dollars (\$5,000) per calendar year per nurse, up to twenty-five thousand dollars (\$25,000) in  
13 total payments issued to any nurse. Student loan reimbursement payments for Advanced  
14 Practice Registered Nurses and Psychiatric Advanced Registered Nurses shall not exceed six  
15 thousand dollars (\$6,000) per calendar year per nurse, up to thirty thousand dollars (\$30,000)  
16 in total payments to any nurse.
- 17 6. Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a  
18 disbursement schedule determined by the Appointing Authority.
- 19 7. Nurses must have been employed by the Employer at least one (1) year in a part-time or full-  
20 time position and be anticipated to work at least one thousand forty-four (1,044) hours per  
21 year.
- 22 8. The nurse must provide documentation of actual student loan payments as described below:
  - 23 a. For Reimbursement of loan payments, documentation of actual loan payments made  
24 within the twelve (12) months immediately prior to application for loan payment  
25 reimbursement. The amount approved for any student loan reimbursement must be equal  
26 to or greater than the amount the nurse has paid toward the loan in the twelve (12)  
27 months prior to the application;
  - 28 b. Lump sum loan payments, documentation that the amount dispersed has been applied to  
29 the student loan will be provided to the Appointing Authority within sixty (60) calendar  
30 days of the disbursement.
- 31 If the employee does not fulfill the reporting requirement, the employee will be required to  
32 repay the total amount.
- 33 9. Nurses who have been approved for but have not yet received a student loan reimbursement  
34 payment and who transfer or promote to a nursing-related position within their Agency that is  
35 not represented by the Minnesota Nurses Association (for example: RN Supervisor or Director  
36 of Nursing) shall still be eligible for the student loan reimbursement that was approved prior  
37 to their transfer or promotion.
- 38 10. Nurses who are approved to receive a student loan payment reimbursement must remain  
39 employed by the Employer for a period of one (1) year after receiving a reimbursement

1 payment. Nurses who voluntarily separate sooner than one (1) year after receiving such  
2 payment shall be required by the Appointing Authority to repay the student loan  
3 reimbursement received the previous year on a prorated monthly basis.

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

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

### 11 Section 265. Recruitment Bonus Program (Pilot).

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

15 A. At the sole discretion of the Appointing Authority, classes may be added to and/or removed  
16 from the RBP with advanced notice to the Association.

17 B. The total bonus award a newly hired candidate may receive will be not less than \$2,500 and up  
18 to \$10,000.

19 C. The bonus is payable in two (2) increments: one half (1/2) will be paid after the new hire's  
20 successful completion of the required probationary period and the other one half (1/2) of the  
21 incentive will be paid after the nurse's completion of the first one (1) year of continuous  
22 employment with satisfactory performance. The nurse must be a current employee of the  
23 Appointing Authority at each of the payment times.

24 D. The recruitment bonus will be processed through the State payroll system and applicable  
25 State/Federal taxes and retirement contributions will be withheld from the bonus payment.

26 E. The Recruitment Bonus Program (Pilot) will ~~become effective upon implementation of the~~  
27 ~~2021-2023 agreement and will~~ remain in effect until the 2025-2027 successor agreement is  
28 implemented. However, employees awarded a recruitment bonus during the ~~2023<sub>4</sub> - 2025<sub>3</sub>~~  
29 contract period remain eligible to receive the full payment in subsequent contracts even if this  
30 pilot program is discontinued.

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

### 32 Section 276. Referral Bonus Program (Pilot).

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

36 A. At the sole discretion of the Appointing Authority, classes may be added to and/or removed  
37 from the RBP with advanced notice to the Association. If additional classes are added to the  
38 program, the Appointing Authority and Association will agree upon the communication action

1 needed to inform nurses employed by the Appointing Authority of the addition of classes so  
2 nurses are aware of the Referral Bonus Program opportunity.

3 B. The Appointing Authority shall develop a process for referral notifications from nurses (e.g.,  
4 who nurses notify of their referred applicant/hired applicant, timeline to provide notification,  
5 etc.). The Appointing Authority shall communicate this process to the Association.

6 C. Only one bonus will be paid for a single candidate, even if the hired candidate is hired into  
7 concurrent (new) appointments and both appointments are in classes covered by the RBP.

8 D. Only the first nurse providing the referral and notice will be eligible for the referral bonus.

9 E. No referral bonus will be paid if the referred applicant previously worked at the Appointing  
10 Authority in one of the classes covered by the program within the previous twelve (12)  
11 months.

12 F. No referral bonus will be paid if the referred applicant is a current employee under the  
13 Appointing Authority.

14 G. The total referral bonus award a nurse will receive will be up to \$1000.00 per candidate (and  
15 no less than \$500) hired into a covered class.

16 H. The bonus is payable in one (1) or two (2) increments, at the Appointing Authority's discretion.  
17 For one (1) payment: Paid after the new hire's successful completion of the required  
18 probationary period. For two (2) increments: One half (1/2) of the incentive will be paid after  
19 the new hire's successful completion of the required probationary period and the other one  
20 half (1/2) of the incentive will be paid after the referral's completion of the first one (1) year of  
21 continuous employment with satisfactory performance. Both employees must be current  
22 employees of the Appointing Authority at the time of payment.

23 I. The referral bonus will be processed through the State payroll system and applicable  
24 State/Federal taxes and retirement contributions will be withheld from the bonus payment.

25 J. The Referral Bonus Program (Pilot) ~~will become effective upon implementation of the 2021-~~  
26 ~~2023 agreement and~~ will remain in effect until ~~a~~ the 2025-2027 successor agreement is  
27 implemented. However, employees awarded a recruitment bonus during the ~~2023<sup>1</sup> - 2025<sup>3</sup>~~  
28 contract period remain eligible to receive the full payment in subsequent contracts even if this  
29 pilot program is discontinued.

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

31 **Section 287. Retention Bonus Program (Pilot).**

32 At the Appointing Authority's discretion, a Retention Bonus Program may be administered in  
33 support of the Appointing Authority's retention of nurses. If the Appointing Authority chooses to  
34 administer a Program, the benefits must be made available to all eligible nurses employed by the  
35 Appointing Authority, based on the criteria below.

36 A. The nurse must meet the following conditions at the time the 2021 - 2023 agreement is  
37 effective to be eligible for the discretionary bonus:

- 1 1. Has been at the maximum salary rate for their MNA covered job classification for six (6) or  
2 more months; and
- 3 2. Has demonstrated consistent satisfactory or better job performance.
- 4 OR
- 5 1. Has been in an MNA covered job classification for at least one (1) year of continuous  
6 service with the agency and less than six (6) years of continuous state service in an MNA  
7 covered job classification; and
- 8 2. Has demonstrated consistent satisfactory or better job performance.
- 9 B. At the sole discretion of the Appointing Authority, additional classes may be added to the  
10 Retention Bonus Program with advance notice to the Association.
- 11 C. The total Retention bonus award a nurse will receive will be up to \$2500 (and no less than  
12 \$500). Such payments may be granted once per fiscal year. The nurse must be a current  
13 employee and in a position covered by MNA at the payment time.
- 14 D. The Retention Bonus Program (Pilot) will become effective upon implementation of the 2021 -  
15 2023 agreement and will remain in effect until a successor agreement is implemented.
- 16 This section is not grievable or arbitrable under the provisions of this Agreement.

## 17 **ARTICLE 18 - INSURANCE**

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

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

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

### 25 **Section 2. Eligibility for Group Participation.**

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

- 27 A. **Nurses - Basic Eligibility.** Nurses may participate in the Group Insurance Program if they are  
28 scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1)  
29 emergency, or temporary classified, or intermittent nurses; (2) student workers; and (3)  
30 interns.
- 31 B. **Nurses - Special Eligibility.** The following nurses are also eligible to participate in the Group  
32 Insurance Program:
  - 33 1. **Nurses with a Work-related Injury/Disability.** A nurse who was off the State payroll due to  
34 a work-related injury or a work-related disability may continue to participate in the Group

1 Insurance Program as long as such a nurse receives workers' compensation payments or  
2 while the workers' compensation claim is pending.

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

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

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

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

17 1. **Spouse.** The spouse of an eligible nurse (if legally married under Minnesota law). For the  
18 purposes of health insurance coverage, if that spouse works full-time for an organization  
19 employing more than one hundred (100) people **and:**

20 (1) elects to receive either credits or cash in place of health insurance or health  
21 coverage or towards some other benefit in place of health insurance, then they are not  
22 eligible for the comparable coverage or insurance under this Article; or

23 (2) is enrolled in a high deductible medical insurance plan (as defined by the IRS) that  
24 includes a contribution to a health savings account (HSA) through their employing  
25 organization, then they are not eligible for medical coverage under this Article. When  
26 both spouses work for the State or another organization participating in the State  
27 Employee Group Insurance Program, a spouse may be covered as a dependent by the  
28 other but when covered as a dependent they may not carry their own coverage  
29 (members may only be covered once).

30 2. **Children.**

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

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

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

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

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

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

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

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

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

31 6. **Child Coverage Limited to Coverage Under One Nurse.** If both spouses work for the State  
32 or another organization participating in the State's Group Insurance Program, either  
33 spouse, but not both, may cover the eligible dependent children or grandchildren. This  
34 restriction also applies to two divorced, legally separated, or unmarried nurses who share  
35 legal responsibility for their eligible dependent children or grandchildren. A member in the  
36 State's Group Insurance benefits may only be covered once, by one parent or guardian.

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

- 1 a. Termination of employment (except for gross misconduct);
- 2 b. Layoff;
- 3 c. Reduction of hours to an ineligible status;
- 4 d. Dependent child becoming ineligible due to change in age, student status, marital
- 5 status, or financial support (in the case of a foster child or stepchild);
- 6 e. Death of nurse;
- 7 f. Divorce or legal separation; or
- 8 g. A covered nurse's enrollment in Medicare.

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

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

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

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

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

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

29 The partial Employer Contribution for health and dental coverages is seventy-five (75) percent  
30 of the full Employer Contribution for both employee only and dependent coverage.

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

- 32 • Are anticipated to work at least sixty (60) hours per pay period in an insurance eligible  
33 appointment for three (3) months or who have worked for at least sixty (60) hours per pay  
34 period in an insurance eligible appointment for three (3) months and who are anticipated  
35 to continue to work at that level in an insurance eligible appointment shall be eligible for  
36 the full Employer Contribution.
- 37 • Are anticipated to work at least forty (40) hours but not more than sixty (60) hours per pay  
38 period in an insurance eligible appointment for three (3) months or who have worked for  
39 at least forty (40) hours but not sixty (60) hours per pay period in an insurance eligible

1 appointment for three (3) months and who are anticipated to continue to work at that  
2 level in an insurance eligible appointment shall be eligible for a partial Employer  
3 Contribution.

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

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

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

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

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

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

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

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

36 2. **Work-related Injury/Disability.** A nurse who receives an Employer Contribution and who is  
37 off the State payroll due to a work-related injury or a work-related disability remains  
38 eligible for an Employer Contribution as long as such a nurse receives workers'  
39 compensation payments. If such nurse ceases to receive workers' compensation payments  
40 for the injury or disability and is granted a medical leave under Article 10, they shall be  
41 eligible for an Employer contribution during that leave.



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

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

5           1) **Pre-Fifty-Five Corrections Early Retirement Plan Incentive.** Any nurse who attains  
6           the age of fifty (50) after the effective date and before the expiration date of the  
7           contract and who is appointed to a classification covered by the Correctional  
8           Employees Retirement Plan (M.S. §§352.91 and 352.911) who retires at or after  
9           their fiftieth (50<sup>th</sup>) birthday but before their fifty-fifth (55<sup>th</sup>) birthday shall be  
10          entitled to participate in the Pre-Fifty-Five Corrections Early Retirement Plan  
11          Incentive in accordance with the provisions set forth in Section 3€D3b or 3€D3c  
12          below.

13                       Notwithstanding any changes in coverage in accordance with this or any  
14                       subsequent Agreement, the Employer contribution shall be equal to one hundred  
15                       twenty (120) times the amount of the monthly Employer contribution applicable to  
16                       that nurse at the time of their retirement, divided by the number of months until  
17                       the nurse attains the age of sixty-five (65).

18           2) **Post-Fifty-Five Corrections Early Retirement Plan Incentive.** Any nurse who attains  
19           the age of fifty-five (55) after the effective date and before the expiration date of  
20           the contract and who is appointed to a classification covered by the Correctional  
21           Employees Retirement Plan (M.S. §§352.91 and 352.911) may opt during the pay  
22           period ~~of~~ in which their fifty-fifth (55<sup>th</sup>) birthday occurs or any time thereafter until  
23           the nurse attains the age of sixty-five (65) to participate in the Post-Fifty-Five  
24           Corrections Early Retirement Plan Incentive in accordance with the provisions set  
25           forth in Section 3€D3b or 3€D3c below.

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

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

30           2) Nurses exercising either of these options shall be provided with the Employer  
31           contribution towards the health and dental insurance which the nurse had in place  
32           on the day before they retired. For employees retiring directly from an unpaid  
33           medical leave, coverage must have been continued throughout the leave in order to  
34           qualify for the Employer Contribution. Such employees shall receive the level of  
35           Employer Contribution they were eligible for the day before their unpaid leave  
36           began.

37           3) Nurses eligible to receive an Employer contribution for health and dental coverage  
38           immediately prior to taking advantage of the Corrections Early Retirement Plan  
39           Incentive shall continue to receive an Employer contribution as set forth below for  
40           themselves and their enrolled dependents until the nurse attains the age of sixty-  
41           five (65). In the event that a retired nurse who had elected health and/or dental  
42           coverage with eligible dependents dies before attaining the age of sixty-five (65),

1 the enrolled dependent spouse and/or enrolled dependent child(ren) shall maintain  
2 the existing employer contribution for health and/or dental coverages until such  
3 time that the nurse would have turned age 65.

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

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

14 6) Nurses on an unpaid leave of absence in excess of one (1) year, excluding military  
15 and medical leaves, shall be subject to the provisions in Section 3€D3c below.

16 c. **Eligibility Conditions for Nurses Appointed to a Classification Covered by the**  
17 **Correctional Early Retirement Plan on or After July 1, 2009.** Nurses who promote,  
18 demote, transfer, or who are appointed to a classification covered by this Agreement  
19 on or after July 1, 2009 shall be subject to the conditions listed directly above in Section  
20 3€D3b and the following additional conditions for eligibility:

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

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

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

31 1. **General.** A nurse who receives a full or partial Employer Contribution maintains that  
32 eligibility as long as the nurse meets the Employer Contribution eligibility requirements,  
33 and appears on a State payroll for at least one (1) full working day during each payroll  
34 period. This requirement does not apply to nurses who receive an Employer Contribution  
35 while on layoff as described in Section 3€D1, or while eligible for workers' compensation  
36 payments as described in Section 3€D2.

37 2. **Unpaid Leave of Absence.** If a nurse is on an unpaid leave of absence, then vacation leave,  
38 compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility  
39 for an Employer Contribution by keeping the nurse on a State payroll for one (1) working  
40 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, 202~~3~~<sup>4</sup> will continue through December 31, 202~~3~~<sup>4</sup>.

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

1. **Nurse Coverage.** For nurse health coverage for the 202~~4~~<sup>2</sup> and 202~~3~~<sup>5</sup> 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 202~~4~~<sup>2</sup> and 202~~5~~<sup>3</sup> 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 seventy percent (70%) an amount equal to the lesser of ninety percent (90%) of the nurse premium of the State Dental Plan, ~~or the actual nurse premium of the dental plan chosen by the nurse. However, beginning 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 percent (50%) 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 percent (100%) 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

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

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

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

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

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

38B. **When Coverage May be Changed or Cancelled.**

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

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

- 9 a. A change in legal marital status, including marriage, death of a spouse, divorce, legal  
10 separation and annulment.
- 11 b. A change in number of dependents, including birth, death, adoption, and placement for  
12 adoption.
- 13 c. A change in employment status of the nurse, or the nurse's or retiree's spouse or  
14 dependent, including termination or commencement of employment, a strike or  
15 lockout, a commencement of or return from an unpaid leave of absence, a change in  
16 worksite, and a change in working conditions (including changing between part-time  
17 and full-time or hourly and salary) of the nurse, the nurse's or retiree's spouse or  
18 dependent which results in a change in the benefits they receive under a cafeteria plan  
19 or a health or dental plan.
- 20 d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment  
21 of age or otherwise no longer meets the eligibility requirements under Section 2C.
- 22 e. A change in the place of residence of the nurse, retiree or their spouse or dependent  
23 that is not in the health plan service administrator's service area.
- 24 f. Significant cost or coverage changes (including coverage curtailment and the addition  
25 of a benefit package).
- 26 g. Family Medical Leave Act (FMLA) leave.
- 27 h. Judgments, decrees or orders.
- 28 i. A change in coverage of a spouse or dependent under another Employer's plan.
- 29 j. Open enrollment under the plan of another Employer.
- 30 k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights  
31 for new dependents and in the case of loss of other insurance coverage.
- 32 l. A COBRA-qualifying event.
- 33 m. Loss of coverage under the group health plan of a governmental or educational  
34 institution (a State's children's health insurance program, medical care program of an  
35 Indian tribal government, State health benefits risk pool, or foreign government group  
36 health plan).
- 37 n. Entitlement to Medicare or Medicaid.

- 1 o. Any other situations in which the group health or dental plan is required by the  
2 applicable federal or state law to allow a change in coverage.
- 3 2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above  
4 situations, dependent health or dependent dental coverage may also be cancelled for any  
5 reason during the open enrollment period that applies to each type of plan (as long as  
6 allowed under the applicable provisions, regulations and rules of the federal and state law  
7 in effect at the beginning of the plan year).
- 8 3. **Canceling Nurse Coverage.** A part-time nurse may also cancel nurse coverage within sixty  
9 (60) days of when one of the life events set forth above occurs.
- 10 4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will  
11 take effect on the first of the month following the loss of eligible nurse or dependent  
12 status. Disability benefit coverage terminations will take effect on the day following loss of  
13 eligible nurse status.

14 C. **Effective Date of Coverage.**

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

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

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

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

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

- 38 c. **Optional Life and Disability Coverages.** In order for coverage to become effective, the  
39 nurse must be in active payroll status and not using sick leave on the first day following  
40 approval by the insurance company. If it is an open enrollment period, coverage may

1 be applied for but will not become effective until the first day of the nurse's return to  
2 work.

3 **D. Open Enrollment.**

4 1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in  
5 each year of this Agreement, and for dental coverage in the first year of this Agreement.  
6 ~~Dental coverage will be offered during the 2023 plan year Open Enrollment. Each year of~~  
7 ~~the Agreement, all nurses shall have the option to complete a Health Assessment.~~ Open  
8 enrollment periods shall last a minimum of fourteen (14) calendar days each year of this  
9 Agreement. Open enrollment changes become effective on January 1 of each year of this  
10 Agreement. Subject to a timely contract settlement, the Employer shall make open  
11 enrollment materials available to nurses at least fourteen (14) days prior to the start of the  
12 open enrollment period.

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

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

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

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

30 **Section 6. Basic Coverages.**

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

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

37 2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 202~~31~~<sup>34</sup> through  
38 December 31, 202~~31~~<sup>34</sup>, health coverage under the SEGIP will continue at the level in effect  
39 on June 30, 202~~31~~<sup>34</sup>. Effective January 1, 202~~42~~<sup>42</sup>, Advantage will cover eligible services subject  
40 to the copayments, deductibles and coinsurance coverage limits stated. Services provided  
41 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 by calling their plan administrator, with changes typically effective the following day, up to two (2) additional times during the plan year. Unless the individual has a referral from their 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 2024~~2~~ and 2025~~3~~.**

<u>2022 and 2023 Benefit Provision</u>	<u>Benefit Level 1 the member pays:</u>	<u>Benefit Level 2 the member pays:</u>	<u>Benefit Level 3 the member pays:</u>	<u>Benefit Level 4 the member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$250/ \$500	\$400/ \$800	\$750/ \$1,500	\$1,500/ \$3,000
Office visit copay/ urgent care (copay waived for preventive services)	\$35	\$40	\$70	\$90
<u>Mental health office visit copay</u>	<u>\$0 not subject to the Deductible</u>	<u>\$0 not subject to the Deductible</u>	<u>\$50</u>	<u>\$70</u>



<u>2022 and 2023 Benefit Provision</u>	<u>Benefit Level 1 the member pays:</u>	<u>Benefit Level 2 the member pays:</u>	<u>Benefit Level 3 the member pays:</u>	<u>Benefit Level 4 the member pays:</u>
In-Network Convenience Clinics and Online Care (deductible waived)	\$0	\$0	\$0	\$0
Emergency room copay	\$100 not subject to the Deductible	\$125 not subject to the Deductible	\$150 not subject to the Deductible	\$350 not subject to the Deductible
Facility copays Per inpatient admission (waived for admission to Center of Excellence) Per outpatient surgery	\$100 \$60	\$200 \$120	\$500 \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	10%	15%	25%	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services <u>NOT</u> subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for lab, pathology and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	10% (90% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
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: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55	Tier 1: \$18 Tier 2: \$30  Tier 3: \$55
Maximum drug out-of-pocket limit (S/F)	\$1,050/ \$2,100	\$1,050/ \$2,100	\$1,050/ \$2,100	\$1,050/ \$2,100

<u>2022 and 2023 Benefit Provision</u>	<u>Benefit Level 1 the member pays:</u>	<u>Benefit Level 2 the member pays:</u>	<u>Benefit Level 3 the member pays:</u>	<u>Benefit Level 4 the member pays:</u>
Maximum non-drug out-of-pocket limit (S/F)	\$1,700/ \$3,400	\$1,700/ \$3,400	\$2,400/ \$4,800	\$3,600/ \$7,200

1           **b. Incentive.**

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

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

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

21           **d.e. ~~In-Area Services Not Requiring Authorization Referral~~ by a Primary Care**  
22           **Physician Within the Primary Care Clinic.**

23           1) **Routine Eye Exams.** Limited to one (1) routine examination per year for which no  
24           copay applies. Eye injury or illness at an in-network provider will be covered as an  
25           office visit based on the benefit level in which the individual is enrolled.

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

32           3) ~~**Emergency and Urgently Needed Care Outside the Service Area.**~~ Professional  
33           ~~services of a physician, emergency room treatment, and inpatient hospital services~~  
34           ~~are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the~~  
35           ~~charges incurred per insurance year, and one hundred percent (100%) thereafter.~~  
36           ~~The maximum eligible out-of-pocket expense per individual per year for this benefit~~

1 is four hundred dollars (\$400). This benefit is not available when the member's  
2 condition permits them to receive care within the network of the plan in which the  
3 individual is enrolled.

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

6 ~~3) Obstetrics and Gynecological Care. The deductible and coinsurance for services not  
7 subject to copays applies.~~

8 ~~4) Mental Health Care and Substance Use Disorder Treatment.~~

9 ~~5) Chiropractic Care.~~

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

13 **e.f. Prescription Drugs.**

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

15 For the first and second year of the contract:

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

18 Tier 2 copayment: Thirty dollars (\$30) copayment per prescription or refill for a  
19 Tier 2 drug dispensed in a thirty (30) day supply.

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

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

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

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

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

36 1) Mental health services – inpatient or outpatient.

1 2) Chemical dependency services – inpatient and outpatient.

2 3) Chiropractic services.

3 4) Transplant coverage.

4 5) Cardiac services.

5 6) Home infusion therapy.

6 7) Hospice.

7 7)8) Fertility Services.

- 8 h. **Individuals Whose Permanent Residence and Principal Work Location are Outside the**  
9 **State of Minnesota and outside of the Advantage Plan’s service area.** If these  
10 individuals use a provider within the plan administrator’s national network, services will  
11 be covered at Benefit Level Two. If a national network provider is not available in their  
12 area, services will be covered at Benefit Level Two through any other provider available  
13 in their area. If a national network provider is available but not used, benefits will be  
14 covered at Benefit Level Three. All terms and conditions outlined in the Summary of  
15 Benefits will apply. ~~**Outside of the Service Areas of the Health Plans Participating in**~~  
16 ~~**Advantage.**~~ If these individuals use the plan administrator’s national preferred provider  
17 ~~organization in their area, services will be covered at Benefit Level Two. If a national~~  
18 ~~preferred provider is not available in their area, services will be covered at Benefit Level~~  
19 ~~Two through any other provider available in their area. If the national preferred~~  
20 ~~provider organization is available but not used, benefits will be paid at the POS level~~  
21 ~~described in paragraph “i” below. All terms and conditions outlined in the Summary of~~  
22 ~~Benefits will apply.~~
- 23 i. **Children living with an ex-spouse outside the Advantage Plan’s service area.** Covered  
24 children living with former spouses outside the Advantage Plan’s service area and  
25 enrolled under this provision as of December 31, 2003, will be covered at Benefit Level  
26 Two. If available, care must be received -by providers in the plan administrator’s  
27 national network. If a national network provider is available but not used, benefits will  
28 be covered at Benefit Level Three.
- 29 ~~i. **Children Living with an Ex-Spouse Outside the Service Area of the Nurse’s Plan**~~  
30 ~~**Administrator.**~~ Covered children living with former spouses outside the service area of  
31 ~~the nurse’s plan administrator, and enrolled under this provision as of December 31,~~  
32 ~~2003, will be covered at Benefit Level Two benefits. If available, services must be~~  
33 ~~provided by providers in the plan administrator’s national preferred provider~~  
34 ~~organization. If the national preferred provider organization is available but not used,~~  
35 ~~benefits will be paid at the POS level described in paragraph “i” below.~~
- 36 j. **Health Care Services Received Outside the Minnesota Advantage Health Plan’s**  
37 **Service Area.-** For covered services received by employees, former employees, and  
38 dependents outside of the Advantage service area, all care that is received within the  
39 national network of the member’s plan administrator will be covered at Benefit Level  
40 Three, with a separate out-of-area deductible. Urgent care and emergency care will be  
41 covered at Benefit Level Three whether or not the providers are within the member’s

1 plan administrator's national network. All other out-of-area care must be received  
2 within the given plan administrator's national network to be covered by the plan.  
3 Referrals are not required for care received outside of the Advantage Plan's service  
4 area.

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

13 ~~1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per~~  
14 ~~person, with a maximum deductible per family per year of seven hundred dollars~~  
15 ~~(\$700).~~

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

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

20 In the first and second years of the contract, coverage under Advantage is subject to a  
21 plan year, non-prescription drug, out-of-pocket maximum of one thousand seven  
22 hundred dollars (\$1,700) per person or three thousand four hundred dollars (\$3,400)  
23 per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; two  
24 thousand four hundred dollars (\$2,400) per person or four thousand eight hundred  
25 dollars (\$4,800) per family for members whose primary care clinic is in Cost Level 3; and  
26 three thousand six hundred dollars (\$3,600) per person or seven thousand two  
27 hundred dollars (\$7,200) per family for members whose primary care clinic is in Cost  
28 Level 4.

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

34 3. **Benefit Level Two Health Care Network Determination.** Issues regarding the health care  
35 networks for the 2024~~2~~ insurance year shall be negotiated in accordance with the following  
36 procedures:

37 a. At least twelve (12) weeks prior to the open enrollment period for the 2024~~2~~ insurance  
38 year the Employer shall meet and confer with the Joint Labor/Management Committee  
39 on Health Plans in an attempt to reach agreement on the Benefit Level Two health care  
40 networks.

1 b. If no agreement is reached within five (5) working days, the Employer and the Joint  
2 Labor/Management Committee on behalf of all of the exclusive representatives shall  
3 submit a list of providers/provider groups in dispute to a mutually agreed upon neutral  
4 expert in health care delivery systems for final and binding resolution. The only  
5 providers/provider groups that may be submitted for resolution by this process are  
6 those for which, since the list for the 2023~~4~~ insurance year was established, Benefit  
7 Level Two access has changed, or those that are intended to address specific problems  
8 caused by a reduction in Benefit Level Two access.

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

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

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

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

26 a. **Develop Programs.**

27 1) **Policy.** The Employer will develop and implement health promotion, health  
28 education programs, and other programs mutually agreed upon with the Joint  
29 Labor Management Committee on Health Plans, subject to the availability of  
30 resources. Each Appointing Authority will develop a health promotion and health  
31 education program consistent with the Minnesota Management and Budget policy.  
32 Upon request of any exclusive representative in an agency, the Appointing  
33 Authority shall jointly meet and confer with the exclusive representative(s) and may  
34 include other interested exclusive representatives. Agenda items shall include but  
35 are not limited to smoking cessation, weight loss, stress management, health  
36 education/self-care, and education on related benefits provided through the health  
37 plan administrators serving state employees.

38 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the  
39 acceptability of various risk management programs, programs that seek to control  
40 costs, programs that streamline the delivery of services, or that enhance services to  
41 members. Incentives for participation in such programs may include improvements  
42 to the benefits outlined in this Article. Implementation of such pilot programs is

1 subject to the review and approval of the Joint Labor-Management Committee on  
2 Health Plans.

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

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

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

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

33 7. **Temporary plan changes due to a state of national emergency.**

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

41 These changes may include changes to programs administered by SEGIP including but not  
42 limited to, benefit design, enrollment and eligibility, billing, and administration as well as  
43 waiver of out-of-network restrictions, changes to out of pocket costs, extension of time



1 frames for enrollment and billing, and other protocols reasonably required to provide  
2 Members with access to benefits.

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

7 **B. Nurse Life Coverage.**

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

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

17 2. **Extended Benefits.** A nurse who becomes totally disabled before age seventy (70) shall be  
18 eligible for the extended benefit provisions of the life insurance policy until age seventy  
19 (70). Nurses who were disabled prior to July 1, 1983 and who have continuously received

1 benefits shall continue to receive such benefits under the terms of the policy in effect prior  
2 to July 1, 1983.

3 ~~2.3. **Procurement.** A life insurance Request for Proposal (RFP) may be issued during the~~  
4 ~~term of this labor agreement. This RFP may result in changes to the current life insurance~~  
5 ~~benefit. The Joint Labor Management Committee on Health Plans (JLM) will participate in~~  
6 ~~the life insurance RFP process and the JLM must agree to changes that modify the life~~  
7 ~~insurance provisions from status quo benefits levels.~~

8 **Section 7. Optional Coverages.**

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

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

19 ~~2.1. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following~~  
20 ~~coverage:~~

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

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	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

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

6 c. **Annual Maximums.** State Dental Plan coverage is subject to a two thousand and two  
7 hundred dollar (\$2,200) annual maximum benefit payable (excluding orthodontia and  
8 preventive services) per person. "Annual" means per insurance year.

9 d. **Orthodontia Lifetime Maximum.** Orthodontia benefits are subject to a three thousand  
10 dollar (\$3,000) lifetime maximum benefit. If a nurse elects dental benefits on their own  
11 policy, dollars spent when the employee was a dependent of another policyholder shall  
12 not be applied toward the new policy's lifetime maximum.

13 B. **Life Coverage.**

14 1. **Nurse.** A nurse may purchase up to five hundred thousand dollars (\$500,000) additional  
15 life insurance, in increments established by the Employer, subject to satisfactory evidence  
16 of insurability. A new nurse may purchase up to two (2) times annual salary in optional  
17 nurse life coverage by their initial effective date of coverage as defined in this Article,  
18 Section 5C without evidence of insurability. An individual may only be covered on one  
19 state sponsored life coverage policy. A retired employee who returns to state service with  
20 optional employee life coverage in place or who has already received a paid-up benefit are  
21 not eligible for optional employee life coverage. A nurse who becomes eligible for  
22 insurance may purchase up to two (2) times annual salary in optional nurse life coverage  
23 without evidence of insurability within thirty (30) days of the initial effective date as  
24 defined in this Article.

25 2. **Spouse.** A nurse may purchase up to five hundred thousand dollars (\$500,000) life  
26 insurance coverage for their spouse in increments established by the Employer, subject to  
27 satisfactory evidence of insurability. An individual may only be covered on one state  
28 sponsored life coverage policy. A retired employee who returns to state services with  
29 optional spouse life coverage in place or who has already received a paid-up benefit is not  
30 eligible for optional spouse life coverage. A new nurse may purchase either five thousand  
31 dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their  
32 initial effective date of coverage as defined in this Article, Section 5C without evidence of  
33 insurability. A nurse who becomes eligible for insurance may purchase either five thousand  
34 dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without  
35 evidence of insurability within thirty (30) days of the initial effective date as defined in this  
36 Article.

37 3. **Children/Grandchildren.** A nurse may purchase life insurance in the amount of ten  
38 thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined  
39 in Section 2A2 and 2A3 of this Article). An individual may only be covered on one policy, by  
40 one employee participating in the State Employee Group Insurance Program. For a new  
41 nurse, child/grandchild coverage requires evidence of insurability if application is made  
42 after the initial effective date of coverage as defined in this Article, Section 5C. A nurse  
43 who becomes eligible for insurance may purchase child/grandchild coverage without

1 evidence of insurability if application is made within thirty (30) days of the initial effective  
2 date as defined in this Article. Child/grandchild coverage commences immediately from  
3 the moment of live birth up to age twenty-six (26).

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

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

10 6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a nurse who has carried  
11 optional nurse life insurance for the five (5) consecutive years immediately preceding the  
12 date of the nurse's retirement or age sixty-five (65), whichever is later, shall receive a post-  
13 retirement paid-up life insurance policy in an amount equal to ~~fifteen-twenty~~ (1520)  
14 percent of the smallest amount of optional nurse life insurance in force during that five (5)  
15 year period. The nurse's post-retirement death benefit shall be effective as of the date of  
16 the nurse's retirement or the nurse age sixty-five (65), whichever is later. Nurses who  
17 retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement  
18 annuity and must continue their optional nurse life insurance to age sixty-five (65) in order  
19 to remain eligible for the nurse post-retirement death benefit.

20 A nurse who has carried optional spouse life insurance for the five (5) consecutive years  
21 immediately preceding the date of the nurse's retirement or spouse age sixty-five (65),  
22 whichever is later, shall receive a post-retirement paid-up life insurance policy in an  
23 amount equal to ~~fifteen-twenty~~ (1520) percent of the smallest amount of optional spouse  
24 life insurance in force during that five (5) year period. The spouse post-retirement death  
25 benefit shall be effective as of the date of the nurse's retirement or spouse age sixty-five  
26 (65), whichever is later. The nurse must continue the full amount of optional spouse life  
27 insurance to the date of the nurse's retirement or spouse age sixty-five (65), whichever is  
28 later, in order to remain eligible for the spouse post-retirement death benefit.

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

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

36 C. **Disability Coverage.**

37 1. **Short-Term Disability Coverage.** A nurse may purchase short-term disability coverage that  
38 provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000)  
39 per month, up to two-thirds (2/3) of a nurse's salary, for up to one hundred eighty (180)  
40 days during total disability due to a non-occupational accident or a non-occupational  
41 sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of  
42 a disabling sickness. For a new nurse, coverage applied for by the initial effective date of

1 coverage as defined in this Article, Section 5C does not require evidence of insurability. For  
2 a nurse who becomes eligible for insurance, coverage applied for within thirty (30) days of  
3 the initial effective date does not require evidence of insurability. A nurse who is insurance  
4 eligible and moves from a temporary position to a permanent position will be allowed to  
5 enroll in short-term disability coverage within thirty (30) days of the event without  
6 providing evidence of insurability. A short-term disability open enrollment will be offered  
7 every five years.

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

27 ~~2.3.~~ **Procurement.** A disability insurance Request for Proposal (RFP) may be issued  
28 during the term of this labor agreement. This RFP may result in changes to the current  
29 disability coverage benefit.– The Joint Labor Management Committee on Health Plans  
30 (JLM) will participate in the disability coverage RFP process and the JLM must agree to  
31 changes that modify the disability coverage provisions from status quo benefit levels.

32 D. **Accidental Death and Dismemberment Coverage.** A nurse may purchase accidental death and  
33 dismemberment coverage that provides principal sum benefits in amounts ranging from five  
34 thousand dollars (\$5,000) to two hundred thousand dollars (\$200,000). Payment is made only  
35 for accidental bodily injury or death and may vary, depending upon the extent of  
36 dismemberment. A nurse may also purchase from five thousand dollars (\$5,000) to twenty-  
37 five thousand dollars (\$25,000) in coverage for their spouse, but not in excess of the amount  
38 carried by the nurse.

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

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

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

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

## 16 **ARTICLE 19 - MANAGEMENT RIGHTS**

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

## 19 **ARTICLE 20 - RELOCATION EXPENSES**

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### 20 **Section 1. Authorization.**

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

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

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

34 A nurse who is transferred, reassigned, or demoted at their request when the transfer,  
35 reassignment, or demotion is for the nurse's sole benefit may, at the Appointing Authority's  
36 discretion, be reimbursed for all or a portion of the relocation expenses set forth in this Article.  
37 Eligibility for reimbursement of relocation expenses shall be limited to those moves where the  
38 new work location is at least thirty-five (35) miles or more from the nurse's current work location



1 or changes in residence required by an Appointing Authority as a condition of employment.  
2 However, a nurse is not eligible for reimbursement of relocation expenses where the new work  
3 location is within thirty-five (35) miles of the nurse's current residence. The provisions of this  
4 Article shall not apply to nurses who currently commute thirty-five (35) miles or more to their  
5 work location unless the nurse is transferred or reassigned to a new work location which is thirty-  
6 five (35) miles or more from the nurse's current work station.

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

## 10 **Section 2. Covered Expenses.**

11 Nurses must have received prior authorization from their Appointing Authority before incurring  
12 any expenses authorized by this Article.

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

25 B. **Temporary Living Expenses.** A nurse may be reimbursed for the short-term rental of an  
26 apartment, house, or other residence instead of being reimbursed for hotel or motel room  
27 rental, with the written approval of the Appointing Authority, provided that the rental rate for  
28 the alternative housing is less than or comparable to the hotel or motel rates and provided  
29 that the rental residence is available to all potential renters. When reviewing requests for  
30 rental of alternative short-term housing, Appointing Authorities may take into account the  
31 lower cost of groceries for the nurse compared to reimbursement for restaurant meals.

32 C. **Realtor's Fees.** Realtor's fees for the sale of the nurse's domicile, not to exceed ten thousand  
33 dollars (\$10,000), shall be paid by the Appointing Authority.

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

41 E. **Miscellaneous Expenses.** The nurse shall be reimbursed up to a maximum of one thousand  
42 seven hundred eighty-five dollars (\$1785.00) for the necessary miscellaneous expenses



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

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

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

## 20 **ARTICLE 21 - EXPENSE ALLOWANCES**

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### 21 **Section 1. General.**

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

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

- 28 1. The lesser of the mileage from the employee's residence to the first stop or from their  
29 permanent work location to the first stop;
- 30 2. All mileage between points visited on State business during the day;
- 31 3. The lesser of the mileage from the last stop to the employee's residence or from the last  
32 stop to their permanent work location.

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

### 35 **Section 2. Automobile Expense.**

36 **State-owned Vehicle Not Available.** When a State-owned vehicle is not available and a nurse is  
37 required to use her/his personal automobile to conduct authorized State business, the Appointing

1 Authority shall reimburse the nurse at the current IRS reimbursement rate for mileage on the  
2 most direct route.

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

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

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

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

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

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

20 The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best  
21 interest of the state. Mileage reimbursement in such cases shall be at a rate of forty-five (45) cents  
22 per mile and shall be based on direct air mileage between the point of departure and the  
23 destination.

### 24 **Section 3. Commercial Transportation.**

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

### 29 **Section 4. Overnight Travel.**

30 Nurses in travel status who incur expenses for lodging shall be allowed actual reasonable costs of  
31 lodging, in addition to the actual cost of meals while away from their temporary or permanent  
32 workstation, up to the maximums stated in Section 5 of this Article. Nurses in travel status in  
33 excess of one (1) week without returning home shall be allowed actual cost not to exceed sixteen  
34 dollars (\$16.00) per week for laundry and for dry cleaning for each week after the first week. A  
35 nurse shall be reimbursed for baggage handling.

1 **Section 5. Meal Allowances.**

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

- 5 A. **Breakfast.** Breakfast reimbursements may be claimed only if the nurse is on assignment away  
6 from their temporary or permanent work station in a travel status overnight or departs from  
7 home in an assigned travel status before 6:00 a.m.
- 8 B. **Noon Meal.** A nurse may claim lunch reimbursement only if the nurse is performing required  
9 work more than thirty-five (35) miles from their temporary or permanent work station and the  
10 work assignment extends over the normal noon meal period.
- 11 C. **Dinner.** Dinner reimbursement may be claimed only if the nurse is away from their temporary  
12 or permanent work station in a travel status overnight or is required to remain in a travel  
13 status until after 7:00 p.m.
- 14 D. **Reimbursement Amount.** Maximum reimbursement for meals including tax and gratuity, shall  
15 be:

- 16 • Breakfast: \$~~110~~.00  
17 • Lunch: \$13.00  
18 • Dinner: \$19.00

19 For high cost localities as identified by the IRS (specifically excluding any cities within  
20 Minnesota)For the following metropolitan areas, the maximum reimbursement shall be:

- 21 • Breakfast: \$12.00  
22 • Lunch: \$15.00  
23 • Dinner: \$23.00

24 The metropolitan areas are:

25 Atlanta ————— Baltimore  
26 Boston ————— Chicago  
27 Cleveland ————— Dallas/Fort Worth  
28 Denver ————— Detroit  
29 Hartford ————— Houston  
30 Kansas City ————— Los Angeles  
31 Miami ————— New Orleans  
32 New York City ————— Philadelphia  
33 Portland, OR ————— St. Louis  
34 San Diego ————— San Francisco  
35 Seattle ————— Washington D.C.

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

1 **Section 6. Special Expenses.**

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

5 **Section 7. Payment of Expenses.**

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

11 **Section 8. Telephone Calls.**

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

15 **ARTICLE 22 - BULLETIN BOARDS**

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

21 **ARTICLE 23 - CAREER DEVELOPMENT**

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

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

32 B. **Training Defined.** Training is a specific means or method of nurse development. It consists of  
33 formal, systematic and structured activities that meet specific, predetermined learning  
34 objectives designed to directly improve and/or increase the knowledge, skills and abilities of  
35 nurses. Formal training usually refers to group instruction or structured independent study.  
36 Academic or technical courses, seminars, workshops, institutes, correspondence courses,  
37 individualized reading programs, programmed instruction and computer assisted learning are

1 typical examples of formal training. Conferences and conventions are included if they are  
2 conducted specifically for educational purposes.

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

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

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

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

16 **Training Procedures.**

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

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

24 At the department head and/or delegated authority's discretion, nurses may be granted a  
25 leave of absence for training that goes beyond the one hundred twenty (120) hour limitation  
26 provided the granting of such leave will benefit the State.

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

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

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

34 1. 75% of the tuition or registration costs.

35 2. Reimbursement for necessary books, materials and fees provided such materials do not  
36 become the sole property of the nurse.

37 C. **Leaves of Absence for Training.** Leaves of absence may be granted to nurses for work related  
38 programs consistent with the training and development policy of the State. Nurses may be

1 granted leave with or without pay, depending on the nature and length of the training  
2 program, as well as the benefits to the State. Leave of absence with pay shall be approved by  
3 the Commissioner of Minnesota Management and Budget prior to utilization. The  
4 Commissioner of Minnesota Management and Budget may identify in advance the types of  
5 programs, including stipend programs, for which leaves of absence with pay are authorized,  
6 and in those instances, such authorization by the Commissioner of Minnesota Management  
7 and Budget shall be deemed approval.

#### 8 **Reimbursement of Training Expenses to the State:**

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

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

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

23 **Membership in Professional Organizations.** In each fiscal year, the Appointing Authority may  
24 provide direct payment to the vendor or reimburse each nurse in the bargaining unit for  
25 membership dues paid to professional organization(s) related to the nurse's job, up to a maximum  
26 of three hundred and fifty dollars (\$350.00), provided the Appointing Authority determines that  
27 such funds are available. Nurses shall request the direct vendor payment or reimbursement in  
28 writing, and the Appointing Authority shall respond in writing within a reasonable period of time.  
29 However, the Appointing Authority will not pay for or reimburse membership dues to a nurse for  
30 payment to an organization, one of whose purposes is to negotiate terms and conditions of  
31 employment of nurses with the Employer.

## 32 **ARTICLE 24 - NO STRIKE OR LOCKOUT**

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### 33 **Section 1. Strikes.**

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

### 38 **Section 2. Lockouts.**

39 No lockout of nurses shall be instituted by the Employer.

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

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

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

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

12 **ARTICLE 26 - WORK RULES**

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

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

22 **ARTICLE 27 - SAVINGS CLAUSE**

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

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



# ARTICLE 28 - NURSE DRUG AND ALCOHOL TESTING POLICY

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## 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:

## DEFINITIONS

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

## 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.

1 - **CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING**

2 A. **Probable Cause Testing.**

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

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

12 - **REFUSAL TO UNDERGO TESTING**

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

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

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

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

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

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

27 - **PROCEDURE FOR TESTING**

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

35 B. **Test Sample:** The test sample shall be obtained in a private setting, and the procedures  
36 for taking the sample shall ensure privacy to nurses to the extent of practicable,  
37 consistent with preventing tampering with the sample, and shall conform with applicable  
38 rules of the Commissioner of Health. All test samples shall be obtained by or under the

1 direct supervision of a health care professional from a medical facility of the Appointing  
2 Authority's selection. However, such facility cannot be a state owned or operated  
3 medical facility.

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

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

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

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

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

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

33 - **RIGHTS OF EMPLOYEES**

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

- 37 a. A negative test result on an initial screening test or of a negative or positive test  
38 result on a confirmatory test;
- 39 b. The right to request and receive from the Appointing Authority a copy of the test  
40 result report;

- 1 c. The right to request in writing within five (5) working days after notice of a positive  
2 test result a confirmatory retest of the original sample at the nurse's expense at the  
3 original testing laboratory or another licensed testing laboratory of the nurse's  
4 choice. If the confirmatory retest does not confirm the original positive test result, no  
5 adverse personnel action based on the original confirmatory test may be taken  
6 against the nurse;
- 7 d. The right to submit information to the Appointing Authority within three working  
8 days after notice of a positive test result to explain that result;
- 9 e. The right of a nurse, for whom a positive test result on a confirmatory test was the  
10 first such result on a drug or alcohol test required by the Appointing Authority, not to  
11 be discharged unless the following conditions have been met:
- 12 1) The Appointing Authority has first given the nurse an opportunity to participate  
13 in, at the nurse's expense or pursuant to coverage under a nurse benefit plan,  
14 either a drug or alcohol counseling or rehabilitation program, whichever is more  
15 appropriate as determined by the certified chemical use counselor or a physician  
16 trained in the diagnosis and treatment of chemical dependency; and
- 17 2) The nurse has either refused to participate in the counseling or rehabilitation  
18 program, or has failed to successfully complete the program as evidenced by  
19 withdrawal from the program before its completion or by a positive test result on  
20 a confirmatory test after completion of the program.
- 21 A determination by the certified chemical use counselor or physician trained in the  
22 diagnosis and treatment of chemical dependency that no counseling or rehabilitation  
23 program is necessary fulfills the nurse's above-specified obligation.
- 24 f. The right to not be discharged, disciplined, discriminated against, or requested or  
25 required to undergo rehabilitation on the basis of a positive test result from an initial  
26 screening test that has not been verified by a confirmatory test;
- 27 g. The right to not be discharged, disciplined, discriminated against, or required to be  
28 rehabilitated on the basis of medical history information revealed to the Appointing  
29 Authority concerning the reliability of, or explanation for, a positive test result unless  
30 the nurse was under an affirmative duty to provide the information before, upon or  
31 after hire;
- 32 h. The right to access to information in the subject's personnel file relating to positive  
33 test result reports and other information acquired in the drug and alcohol testing  
34 process, and conclusions drawn from and actions taken based on the reports on  
35 acquired information;
- 36 i. The right of a nurse who has made a timely request for a confirmatory retest to suffer  
37 no adverse personnel action if the confirmatory retest does not confirm the result of  
38 the original confirmatory test, using the same drug or alcohol threshold detection  
39 levels as used in the original confirmatory test.

40 - **ACTION AFTER TEST**

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

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

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

21 - **DATA PRIVACY**

22 The purpose of collecting a body component sample of blood, breath or urine is to test that  
23 sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing  
24 will not be tested for any other purpose. The name, initials, and social security number of  
25 the person providing the sample are requested so that the sample can be identified  
26 accurately but confidentially. Information about medications and other information relevant  
27 to the reliability of, or explanation for, a positive test result is requested to ensure that the  
28 test is reliable and to determine whether there is a valid medical reason for any drug or  
29 alcohol in the sample. All data collected, including that in the notification form and the test  
30 report, is intended for use in determining the suitability of the nurse for employment. The  
31 Appointing Authority may refuse to supply the requested data; however, refusal to supply  
32 the requested data may affect the person's employment status. The employer will not  
33 disclose the test result reports and other information acquired in the drug or alcohol testing  
34 process to another employer or to a third party individual, government agency, or private  
35 organization without the written consent of the person tested, unless permitted by law or  
36 court order. All data on the request for a test, the testing, the test results shall be kept  
37 separate from the regular personnel files, in locked file cabinets, accessible only by those  
38 supervisors, manager, or confidential nurses directly involved in the case.

39 - **DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM**

40 Employee Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

41 Date of Birth   /  /   M    F    Date   /  /   Time    am/pm

42 Name of Supervisor/Agent Requesting Exam \_\_\_\_\_

1 Name of Appointing Authority or Designee Authorizing Testing \_\_\_\_\_

2 **Medical Consent:**

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

6 **Authorization to Release Information:**

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

9 **Acknowledgment:**

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

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

14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 Witnessed By:

21 \_\_\_\_\_

22 Employee's Signature

23 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

24 **ARTICLE 29 - NON-DISCRIMINATION**

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

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

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

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30 **Section 1. Purpose.**

31 The Association and the Employer agree that they have a joint obligation to comply with the  
32 Americans with Disabilities Act (ADA). The Association and the Employer agree that they have the  
33 obligation to consider accommodation requests from qualified ADA individuals and nurses

1 returning from workers' compensation injuries. The Employer agrees to maintain the policy of  
2 attempting to place nurses who have incurred a work-related disability in areas of work which  
3 would fit the nurse's physical capabilities but not to create a job just to provide employment.

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

## 7 Section 2. Information.

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

## 13 Section 3. Process.

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

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

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

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

## 34 ARTICLE 31 - DURATION

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35 The provisions of this Agreement take the place of all previous Agreements and shall become  
36 effective the 27<sup>th</sup> \_\_\_\_\_ day of ~~March, 2024, January, 2022, subject to the ratification by the~~  
37 ~~Ninety third (93rd) Session of the Legislature or during the interim, the acceptance by the~~  
38 ~~Legislative Subcommittee on Employee Relations~~ and shall remain in full force and effect through  
39 the 30th day of June, 202~~5~~3.



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

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

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

FOR THE ASSOCIATION

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Jesse Stegeman, RN, MDVA

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Dhuguma Tola, RN, MDVA

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Anne Headlee, RN, DHS

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Darcy Wilking, RN, DHS

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Teresa Bissonette, RN, DHS

---

Nick Rea, Labor Relations Specialist  
Minnesota Nurses Association

---

Jon Tollefson, Labor Relations Specialist  
Minnesota Nurses Association

FOR THE EMPLOYER

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Erin Campbell  
Commissioner  
Minnesota Management and Budget

---

Blake Chaffee  
Deputy Commissioner  
Minnesota Management and Budget

---

Jennifer Claseman  
Enterprise Director for Labor Relations  
Minnesota Management and Budget

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Amanda Johnson  
Labor Relations Consultant 4  
Minnesota Management and Budget

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Matthew Begansky  
Labor Relations Consultant 4  
Minnesota Management and Budget

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Dorilee Leland  
Enterprise Director for Employee  
Classification and Compensation  
Minnesota Management and Budget

**FOR THE ASSOCIATION**

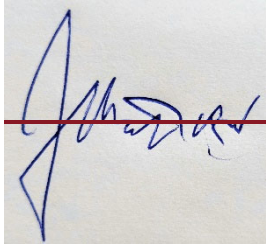


**Jon Tollefson, Labor Relations Specialist**  
**Minnesota Nurses Association**

-



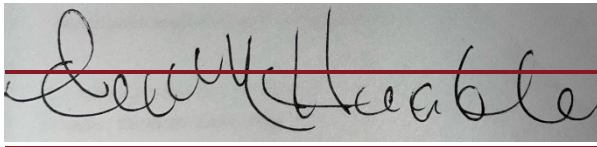
Adam Kamp, Labor Relations Specialist  
Minnesota Nurses Association



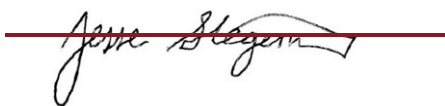
Jason Math, Bargaining Committee Member  
Minnesota Nurses Association



Teresa Koenen, Bargaining Committee  
Member  
Minnesota Nurses Association

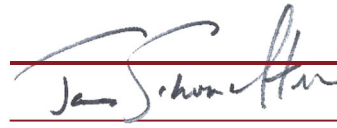


Anne Headlee, Bargaining Committee  
Member  
Minnesota Nurses Association



Jesse Stegeman, Bargaining Committee  
Member  
Minnesota Nurses Association

FOR THE EMPLOYER



James Schowalter, Commissioner  
Minnesota Management and Budget

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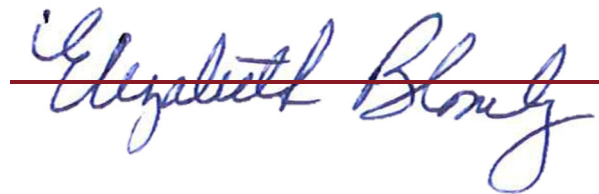
Kristin Batson, Deputy Commissioner,  
Enterprise Human Capital Division  
Minnesota Management and Budget



Jennifer E. Claseman, Director,  
Enterprise Human Capital Division  
Minnesota Management and Budget

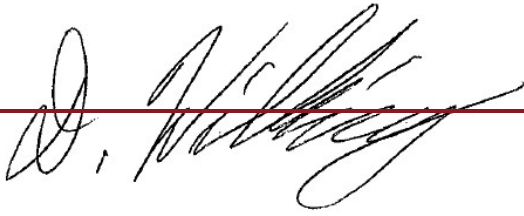


Amanda Johnson, Labor Consultant 4  
Minnesota Management and Budget



Elizabeth Blomberg, Labor Consultant 4  
Minnesota Management and Budget

~~FOR THE ASSOCIATION, CONTINUED~~



---

~~Darcy Wilking, Bargaining Committee  
Member  
Minnesota Nurses Association~~

~~FOR THE EMPLOYER, CONTINUED~~



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~~Dorilee Leland, Director Classification and  
Compensation  
Minnesota Management and Budget~~



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~~Lorna K. Smith, Enterprise Director for  
Employee Insurance  
Minnesota Management and Budget~~

1 **APPENDIX A – HOLIDAY LEAVE**

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

<b>For a pay period containing one (1) holiday</b>				
<b>Hours Worked</b>	<b>Eight (8) Hour Shift Hours of Holiday Pay</b>	<b>Nine (9) Hour Shift Hours of Holiday Pay</b>	<b>Ten (10) Hour Shift Hours of Holiday Pay</b>	<b>Twelve (12) Hour Shift Hours of Holiday Pay</b>
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 58.5 but less than 67.5	7	7.875	8.75	10.5
At least 67.5 hours worked	8	9	10	12

4

<b>For a pay period containing two (2) holidays</b>				
<b>Hours Worked</b>	<b>Eight (8) Hour Shift Hours of Holiday Pay</b>	<b>Nine (9) Hour Shift Hours of Holiday Pay</b>	<b>Ten (10) Hour Shift Hours of Holiday Pay</b>	<b>Twelve (12) Hour Shift Hours of Holiday Pay</b>
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**

<b>Hours Worked</b>	<b>Eight (8) Hour Shift Hours of Holiday Pay</b>	<b>Nine (9) Hour Shift Hours of Holiday Pay</b>	<b>Ten (10) Hour Shift Hours of Holiday Pay</b>	<b>Twelve (12) Hour Shift Hours of Holiday Pay</b>
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
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 <del>67.5</del> <u>52.5</u> hours worked	8	9	10	12

1 **\*\*These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and**  
2 **compensatory time off, but excludes overtime hours.**

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

6 **APPENDIX B – VACATION LEAVE**

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

11 **HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE**

<b>No. Hours Worked During Pay Period</b>	<b>0 thru 5 years</b>	<b>After 5 through 8 years</b>	<b>After 8 through 12 years</b>	<b>After 12 through 18 years</b>	<b>After 18 through 25 years</b>	<b>After 25 through 30 years</b>	<b>After 30 years</b>
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

<b>No. Hours Worked During Pay Period</b>	<b>0 thru 5 years</b>	<b>After 5 through 8 years</b>	<b>After 8 through 12 years</b>	<b>After 12 through 18 years</b>	<b>After 18 through 25 years</b>	<b>After 25 through 30 years</b>	<b>After 30 years</b>
At least 29-1/2, but less than 39-1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39-1/2, but less than 49-1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49-1/2, but less than 59-1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59-1/2, but less than 69-1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69-1/2, but less than 79-1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79-1/2	4	5	7	7-1/2	8	8-1/2	9

1 **APPENDIX B-1 – VACATION LEAVE - APRNs**

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

5 **HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE**

<b>No. Hours Worked During Pay Period</b>	<b>0 thru 5 years</b>	<b>After 5 through 8 years</b>	<b>After 8 through 10 years</b>	<b>After 10 through 19 years</b>	<b>After 19 through 24 years</b>	<b>After 24 years</b>
Less than 9 1/2	0	0	0	0	0	0
At least 9-1/2, but less than 19-1/2	3/4	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19-1/2, but less than 29-1/2	1-1/2	1-3/4	2	2	2-1/4	2-1/4

<b>No. Hours Worked During Pay Period</b>	<b>0 thru 5 years</b>	<b>After 5 through 8 years</b>	<b>After 8 through 10 years</b>	<b>After 10 through 19 years</b>	<b>After 19 through 24 years</b>	<b>After 24 years</b>
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

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1 **APPENDIX C - SICK LEAVE**

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

4 **HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD**

<b>Number of Hours Worked During Pay Period</b>	<b>Number of Hours Accrued</b>
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

5

## APPENDIX D-1

### Unit 205 MNA Nurses Classes and Salaries as of July 1, 2023

<u>Unit 205 MNA Nurses, Classes and Salaries as of July 1, 2023</u>										
<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID ID#</u>	<u>BARG UNIT</u>	<u>COMP CODE</u>	<u>MINIMUM HOURLY</u>	<u>MAXIMUM HOURLY</u>	<u>MINIMUM MONTHLY</u>	<u>MAXIMUM MONTHLY</u>	<u>MINIMUM ANNUAL</u>	<u>MAXIMUM ANNUAL</u>
<u>002393</u>	<u>Nurse Specialist</u>	<u>5A</u>	<u>205</u>	<u>57J</u>	<u>37.61</u>	<u>53.52</u>	<u>6,544</u>	<u>9,312</u>	<u>78,530</u>	<u>111,750</u>
<u>000478</u>	<u>Nursing Education Specialist</u>	<u>5A</u>	<u>205</u>	<u>57J</u>	<u>37.61</u>	<u>53.52</u>	<u>6,544</u>	<u>9,312</u>	<u>78,530</u>	<u>111,750</u>
<u>001613</u>	<u>Nursing Evaluator</u>	<u>5A</u>	<u>205</u>	<u>55K</u>	<u>34.73</u>	<u>51.46</u>	<u>6,043</u>	<u>8,954</u>	<u>72,516</u>	<u>107,448</u>
<u>003884</u>	<u>Psych Adv Practice Reg Nurse</u>	<u>5A</u>	<u>205</u>	<u>63K</u>	<u>54.98</u>	<u>81.39</u>	<u>9,567</u>	<u>14,162</u>	<u>114,798</u>	<u>169,942</u>
<u>000570</u>	<u>Public Health Nursing Adv</u>	<u>5A</u>	<u>205</u>	<u>56I</u>	<u>36.19</u>	<u>49.48</u>	<u>6,297</u>	<u>8,610</u>	<u>75,565</u>	<u>103,314</u>
<u>001047</u>	<u>Public Health Nursing Adv Sr</u>	<u>5A</u>	<u>205</u>	<u>57J</u>	<u>37.61</u>	<u>53.52</u>	<u>6,544</u>	<u>9,312</u>	<u>78,530</u>	<u>111,750</u>
<u>001878</u>	<u>Registered Nurse</u>	<u>5A</u>	<u>205</u>	<u>55K</u>	<u>34.73</u>	<u>51.46</u>	<u>6,043</u>	<u>8,954</u>	<u>72,516</u>	<u>107,448</u>
<u>003610</u>	<u>Registered Nurse Advanced Prac</u>	<u>5A</u>	<u>205</u>	<u>63H</u>	<u>54.98</u>	<u>72.34</u>	<u>9,567</u>	<u>12,587</u>	<u>114,798</u>	<u>151,046</u>
<u>001881</u>	<u>Registered Nurse Principal</u>	<u>5A</u>	<u>205</u>	<u>58J</u>	<u>39.10</u>	<u>55.66</u>	<u>6,803</u>	<u>9,685</u>	<u>81,641</u>	<u>116,218</u>
<u>001880</u>	<u>Registered Nurse Senior</u>	<u>5A</u>	<u>205</u>	<u>56K</u>	<u>36.19</u>	<u>53.52</u>	<u>6,297</u>	<u>9,312</u>	<u>75,565</u>	<u>111,750</u>

## APPENDIX D-1

### Unit 205 MNA Nurses Classes and Salaries as of July 1, 2023~~1~~

<u>Unit 205 MNA Nurses, Classes and Salaries as of July 1, 2023<del>1</del></u>										
<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID ID#</u>	<u>BARG UNIT</u>	<u>COMP CODE</u>	<u>MINIMUM HOURLY</u>	<u>MAXIMUM HOURLY</u>	<u>MINIMUM MONTHLY</u>	<u>MAXIMUM MONTHLY</u>	<u>MINIMUM ANNUAL</u>	<u>MAXIMUM ANNUAL</u>
<u>002393</u>	<u>Nurse Specialist</u>	<u>5A</u>	<u>205</u>	<u>57J</u>	<u>34.78</u>	<u>49.49</u>	<u>6,052</u>	<u>8,611</u>	<u>72,621</u>	<u>103,335</u>
<u>000478</u>	<u>Nursing Education Specialist</u>	<u>5A</u>	<u>205</u>	<u>57J</u>	<u>34.78</u>	<u>49.49</u>	<u>6,052</u>	<u>8,611</u>	<u>72,621</u>	<u>103,335</u>
<u>001613</u>	<u>Nursing Evaluator</u>	<u>5A</u>	<u>205</u>	<u>55K</u>	<u>32.12</u>	<u>47.59</u>	<u>5,589</u>	<u>8,281</u>	<u>67,067</u>	<u>99,368</u>
<u>003884</u>	<u>Psych Adv Practice Reg Nurse</u>	<u>5A</u>	<u>205</u>	<u>62K</u>	<u>48.86</u>	<u>72.37</u>	<u>8,502</u>	<u>12,592</u>	<u>102,020</u>	<u>151,109</u>
<u>000570</u>	<u>Public Health Nursing Adv</u>	<u>5A</u>	<u>205</u>	<u>56I</u>	<u>33.46</u>	<u>45.76</u>	<u>5,822</u>	<u>7,962</u>	<u>69,864</u>	<u>95,547</u>
<u>001047</u>	<u>Public Health Nursing Adv Sr</u>	<u>5A</u>	<u>205</u>	<u>57J</u>	<u>34.78</u>	<u>49.49</u>	<u>6,052</u>	<u>8,611</u>	<u>72,621</u>	<u>103,335</u>
<u>001878</u>	<u>Registered Nurse</u>	<u>5A</u>	<u>205</u>	<u>54K</u>	<u>30.90</u>	<u>45.76</u>	<u>5,377</u>	<u>7,962</u>	<u>64,519</u>	<u>95,547</u>

**Unit 205 MNA Nurses, Classes and Salaries as of July 1, 2023~~1~~**

JOB CODE	JOB-TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003610	Registered Nurse Advanced Prac	5A	205	62H	48.86	64.34	8,502	11,195	102,020	134,342
001881	Registered Nurse Principal	5A	205	57J	34.78	49.49	6,052	8,611	72,621	103,335
001880	Registered Nurse Senior	5A	205	55K	32.12	47.59	5,589	8,281	67,067	99,368

**APPENDIX D-1**

**Compensation Grid 5A, Unit 205 MNA Nurses Ranges 54-64, Effective 7/1/2023~~1~~ 6/30/2024~~2~~**

**Compensation Grid 5A, Unit 205 MNA Nurses  
Ranges 54-64, Effective 7/1/2023~~1~~ 6/30/2024~~2~~**

Range	Step	Step-A 01	Step-B 02	Step-C 03	Step-D 04	Step-E 05	Step-F 06	Step-G 07	Step-H 08	Step-I 09	Step-J 10	Step-K 11
54	YR	64,519	67,067	69,864	72,621	75,502	78,488	81,641	84,898	88,302	91,851	95,547
54	HR	30.90	32.12	33.46	34.78	36.16	37.59	39.10	40.66	42.29	43.99	45.76
55	YR	67,067	69,864	72,621	75,502	78,488	81,641	84,898	88,302	91,851	95,547	99,368
55	HR	32.12	33.46	34.78	36.16	37.59	39.10	40.66	42.29	43.99	45.76	47.59
56	YR	69,864	72,621	75,502	78,488	81,641	84,898	88,302	91,851	95,547	99,368	103,335
56	HR	33.46	34.78	36.16	37.59	39.10	40.66	42.29	43.99	45.76	47.59	49.49
57	YR	72,621	75,502	78,488	81,641	84,898	88,302	91,851	95,547	99,368	103,335	107,469
57	HR	34.78	36.16	37.59	39.10	40.66	42.29	43.99	45.76	47.59	49.49	51.47
58	YR	75,502	78,488	81,641	84,898	88,302	91,851	95,547	99,368	103,335	107,469	111,771
58	HR	36.16	37.59	39.10	40.66	42.29	43.99	45.76	47.59	49.49	51.47	53.53
59	YR	78,488	81,641	84,898	88,302	91,851	95,547	99,368	103,335	107,469	111,771	116,239
59	HR	37.59	39.10	40.66	42.29	43.99	45.76	47.59	49.49	51.47	53.53	55.67
60	YR	81,641	84,898	88,302	91,851	95,547	99,368	103,335	107,469	111,771	116,239	120,874
60	HR	39.10	40.66	42.29	43.99	45.76	47.59	49.49	51.47	53.53	55.67	57.89
62	YR	102,020	106,154	110,393	114,819	119,350	124,173	129,164	134,342	139,687	145,325	151,109
62	HR	48.86	50.84	52.87	54.99	57.16	59.47	61.86	64.34	66.90	69.60	72.37
63	YR	106,154	110,393	114,819	119,350	124,173	129,164	134,342	139,687	145,325	151,109	157,164
63	HR	50.84	52.87	54.99	57.16	59.47	61.86	64.34	66.90	69.60	72.37	75.27

**Compensation Grid 5A, Unit 205 MNA Nurses  
Ranges 54-64, Effective 7/1/2023-6/30/2024**

Range	Step	Step A 01	Step B 02	Step C 03	Step D 04	Step E 05	Step F 06	Step G 07	Step H 08	Step I 09	Step J 10	Step K 11
64	YR	110,393	114,819	119,350	124,173	129,164	134,342	139,687	145,325	151,109	157,164	163,428
64	HR	52.87	54.99	57.16	59.47	61.86	64.34	66.90	69.60	72.37	75.27	78.27

**Compensation Grid 5A, Unit 205 MNA Nurses Ranges 54-66, Effective 7/1/2023-6/30/2024**

**Compensation Grid 5A  
Unit 205 MNA Nurses  
Ranges 54-66**

**Effective 7/1/2023-6/30/2024**

Range	Step	Step A 01	Step B 02	Step C 03	Step D 04	Step E 05	Step F 06	Step G 07	Step H 08	Step I 09	Step J 10	Step K 11
54	YR	69,760	72,516	75,565	78,530	81,641	84,877	88,281	91,809	95,484	99,326	103,314
54	MO	5,813	6,043	6,297	6,544	6,803	7,073	7,357	7,651	7,957	8,277	8,610
54	HR	33.41	34.73	36.19	37.61	39.10	40.65	42.28	43.97	45.73	47.57	49.48
55	YR	72,516	75,565	78,530	81,641	84,877	88,281	91,809	95,484	99,326	103,314	107,448
55	MO	6,043	6,297	6,544	6,803	7,073	7,357	7,651	7,957	8,277	8,610	8,954
55	HR	34.73	36.19	37.61	39.10	40.65	42.28	43.97	45.73	47.57	49.48	51.46
56	YR	75,565	78,530	81,641	84,877	88,281	91,809	95,484	99,326	103,314	107,448	111,750
56	MO	6,297	6,544	6,803	7,073	7,357	7,651	7,957	8,277	8,610	8,954	9,312
56	HR	36.19	37.61	39.10	40.65	42.28	43.97	45.73	47.57	49.48	51.46	53.52
57	YR	78,530	81,641	84,877	88,281	91,809	95,484	99,326	103,314	107,448	111,750	116,218
57	MO	6,544	6,803	7,073	7,357	7,651	7,957	8,277	8,610	8,954	9,312	9,685
57	HR	37.61	39.10	40.65	42.28	43.97	45.73	47.57	49.48	51.46	53.52	55.66
58	YR	81,641	84,877	88,281	91,809	95,484	99,326	103,314	107,448	111,750	116,218	120,874
58	MO	6,803	7,073	7,357	7,651	7,957	8,277	8,610	8,954	9,312	9,685	10,073
58	HR	39.10	40.65	42.28	43.97	45.73	47.57	49.48	51.46	53.52	55.66	57.89
59	YR	84,877	88,281	91,809	95,484	99,326	103,314	107,448	111,750	116,218	120,874	125,698
59	MO	7,073	7,357	7,651	7,957	8,277	8,610	8,954	9,312	9,685	10,073	10,475
59	HR	40.65	42.28	43.97	45.73	47.57	49.48	51.46	53.52	55.66	57.89	60.20

**Compensation Grid 5A**

**Unit 205 MNA Nurses**

**Ranges 54-66**

**Effective 7/1/2023-6/30/2024**

<u>Range</u>	<u>Step</u>	<u>Step A</u> <u>01</u>	<u>Step B</u> <u>02</u>	<u>Step C</u> <u>03</u>	<u>Step D</u> <u>04</u>	<u>Step E</u> <u>05</u>	<u>Step F</u> <u>06</u>	<u>Step G</u> <u>07</u>	<u>Step H</u> <u>08</u>	<u>Step I</u> <u>09</u>	<u>Step J</u> <u>10</u>	<u>Step K</u> <u>11</u>
<b>60</b>	<b>YR</b>	<u>88,281</u>	<u>91,809</u>	<u>95,484</u>	<u>99,326</u>	<u>103,314</u>	<u>107,448</u>	<u>111,750</u>	<u>116,218</u>	<u>120,874</u>	<u>125,698</u>	<u>130,709</u>
<b>60</b>	<b>MO</b>	<u>7,357</u>	<u>7,651</u>	<u>7,957</u>	<u>8,277</u>	<u>8,610</u>	<u>8,954</u>	<u>9,312</u>	<u>9,685</u>	<u>10,073</u>	<u>10,475</u>	<u>10,892</u>
<b>60</b>	<b>HR</b>	<u>42.28</u>	<u>43.97</u>	<u>45.73</u>	<u>47.57</u>	<u>49.48</u>	<u>51.46</u>	<u>53.52</u>	<u>55.66</u>	<u>57.89</u>	<u>60.20</u>	<u>62.60</u>
<b>62</b>	<b>YR</b>	<u>110,309</u>	<u>114,798</u>	<u>119,371</u>	<u>124,152</u>	<u>129,059</u>	<u>134,279</u>	<u>139,687</u>	<u>145,283</u>	<u>151,046</u>	<u>157,143</u>	<u>163,407</u>
<b>62</b>	<b>MO</b>	<u>9,192</u>	<u>9,567</u>	<u>9,948</u>	<u>10,346</u>	<u>10,755</u>	<u>11,190</u>	<u>11,641</u>	<u>12,107</u>	<u>12,587</u>	<u>13,095</u>	<u>13,617</u>
<b>62</b>	<b>HR</b>	<u>52.83</u>	<u>54.98</u>	<u>57.17</u>	<u>59.46</u>	<u>61.81</u>	<u>64.31</u>	<u>66.90</u>	<u>69.58</u>	<u>72.34</u>	<u>75.26</u>	<u>78.26</u>
<b>63</b>	<b>YR</b>	<u>114,798</u>	<u>119,371</u>	<u>124,152</u>	<u>129,059</u>	<u>134,279</u>	<u>139,687</u>	<u>145,283</u>	<u>151,046</u>	<u>157,143</u>	<u>163,407</u>	<u>169,942</u>
<b>63</b>	<b>MO</b>	<u>9,567</u>	<u>9,948</u>	<u>10,346</u>	<u>10,755</u>	<u>11,190</u>	<u>11,641</u>	<u>12,107</u>	<u>12,587</u>	<u>13,095</u>	<u>13,617</u>	<u>14,162</u>
<b>63</b>	<b>HR</b>	<u>54.98</u>	<u>57.17</u>	<u>59.46</u>	<u>61.81</u>	<u>64.31</u>	<u>66.90</u>	<u>69.58</u>	<u>72.34</u>	<u>75.26</u>	<u>78.26</u>	<u>81.39</u>
<b>64</b>	<b>YR</b>	<u>119,371</u>	<u>124,152</u>	<u>129,059</u>	<u>134,279</u>	<u>139,687</u>	<u>145,283</u>	<u>151,046</u>	<u>157,143</u>	<u>163,407</u>	<u>169,942</u>	<u>176,728</u>
<b>64</b>	<b>MO</b>	<u>9,948</u>	<u>10,346</u>	<u>10,755</u>	<u>11,190</u>	<u>11,641</u>	<u>12,107</u>	<u>12,587</u>	<u>13,095</u>	<u>13,617</u>	<u>14,162</u>	<u>14,727</u>
<b>64</b>	<b>HR</b>	<u>57.17</u>	<u>59.46</u>	<u>61.81</u>	<u>64.31</u>	<u>66.90</u>	<u>69.58</u>	<u>72.34</u>	<u>75.26</u>	<u>78.26</u>	<u>81.39</u>	<u>84.64</u>
<b>65</b>	<b>YR</b>	<u>124,152</u>	<u>129,059</u>	<u>134,279</u>	<u>139,687</u>	<u>145,283</u>	<u>151,046</u>	<u>157,143</u>	<u>163,407</u>	<u>169,942</u>	<u>176,728</u>	<u>183,807</u>
<b>65</b>	<b>MO</b>	<u>10,346</u>	<u>10,755</u>	<u>11,190</u>	<u>11,641</u>	<u>12,107</u>	<u>12,587</u>	<u>13,095</u>	<u>13,617</u>	<u>14,162</u>	<u>14,727</u>	<u>15,317</u>
<b>65</b>	<b>HR</b>	<u>59.46</u>	<u>61.81</u>	<u>64.31</u>	<u>66.90</u>	<u>69.58</u>	<u>72.34</u>	<u>75.26</u>	<u>78.26</u>	<u>81.39</u>	<u>84.64</u>	<u>88.03</u>
<b>66</b>	<b>YR</b>	<u>129,059</u>	<u>134,279</u>	<u>139,687</u>	<u>145,283</u>	<u>151,046</u>	<u>157,143</u>	<u>163,407</u>	<u>169,942</u>	<u>176,728</u>	<u>183,807</u>	<u>191,156</u>
<b>66</b>	<b>MO</b>	<u>10,755</u>	<u>11,190</u>	<u>11,641</u>	<u>12,107</u>	<u>12,587</u>	<u>13,095</u>	<u>13,617</u>	<u>14,162</u>	<u>14,727</u>	<u>15,317</u>	<u>15,930</u>
<b>66</b>	<b>HR</b>	<u>61.81</u>	<u>64.31</u>	<u>66.90</u>	<u>69.58</u>	<u>72.34</u>	<u>75.26</u>	<u>78.26</u>	<u>81.39</u>	<u>84.64</u>	<u>88.03</u>	<u>91.55</u>

YR – Yearly Salary Rate

HR – Hourly Salary Rate

Monthly – 174 x Hourly Rat

~~YR — Yearly Salary Rate~~

~~HR — Hourly Salary Rate~~

~~Monthly — 174 x Hourly Rate~~

## APPENDIX D-2

### Unit 205 MNA Nurses Classes and Salaries as of July 1, 2024

Unit 205 MNA Nurses, Classes and Salaries as of July 1, 2024										
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	58J	40.86	58.16	7,110	10,120	85,316	121,438
000478	Nursing Education Specialist	5A	205	58J	40.86	58.16	7,110	10,120	85,316	121,438
001613	Nursing Evaluator	5A	205	56K	37.82	55.93	6,581	9,732	78,968	116,782
003884	Psych Adv Practice Reg Nurse	5A	205	65K	62.14	91.99	10,812	16,006	129,748	192,075
000570	Public Health Nursing Adv	5A	205	57I	39.30	53.78	6,838	9,358	82,058	112,293
001047	Public Health Nursing Adv Sr	5A	205	58J	40.86	58.16	7,110	10,120	85,316	121,438
001878	Registered Nurse	5A	205	57K	39.30	58.16	6,838	10,120	82,058	121,438
003610	Registered Nurse Advanced Prac	5A	205	65H	62.14	81.78	10,812	14,230	129,748	170,757
001881	Registered Nurse Principal	5A	205	60J	44.18	62.91	7,687	10,946	92,248	131,356
001880	Registered Nurse Senior	5A	205	58K	40.86	60.50	7,110	10,527	85,316	126,324

## APPENDIX D-2

### Unit 205 MNA Nurses Classes and Salaries as of July 1, 20242

Unit 205 MNA Nurses, Classes and Salaries as of July 1, 20242										
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	35.65	50.73	6,203	8,827	74,437	105,924
000478	Nursing Education Specialist	5A	205	57J	35.65	50.73	6,203	8,827	74,437	105,924
001613	Nursing Evaluator	5A	205	55K	32.92	48.78	5,728	8,488	68,737	101,853
003884	Psych Adv Practice Reg Nurse	5A	205	62K	50.08	74.18	8,714	12,907	104,567	154,888
000570	Public Health Nursing Adv	5A	205	56I	34.30	46.90	5,968	8,161	71,618	97,927
001047	Public Health Nursing Adv Sr	5A	205	57J	35.65	50.73	6,203	8,827	74,437	105,924

**Unit 205 MNA Nurses, Classes and Salaries as of July 1, 2024~~2~~**

JOB CODE	JOB-TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001878	Registered Nurse	5A	205	54K	31.67	46.90	5,511	8,161	66,127	97,927
003610	Registered Nurse Advanced Prac	5A	205	62H	50.08	65.95	8,714	11,475	104,567	137,704
001881	Registered Nurse Principal	5A	205	57J	35.65	50.73	6,203	8,827	74,437	105,924
001880	Registered Nurse Senior	5A	205	55K	32.92	48.78	5,728	8,488	68,737	101,853

**APPENDIX D-2**

**Compensation Grid 5A, Unit 205 MNA Nurses Ranges 54-64, Effective 7/1/2024~~2~~-6/30/2025~~3~~**

Compensation Grid 5A, Unit 205 MNA Nurses Ranges 54-64, Effective 7/1/2024 <del>2</del> -6/30/2025 <del>3</del>												
Range	Step	Step-A 01	Step-B 02	Step-C 03	Step-D 04	Step-E 05	Step-F 06	Step-G 07	Step-H 08	Step-I 09	Step-J 10	Step-K 11
54	YR	66,127	68,737	71,618	74,437	77,381	80,451	83,687	87,028	90,515	94,148	97,927
54	HR	31.67	32.92	34.30	35.65	37.06	38.53	40.08	41.68	43.35	45.09	46.90
55	YR	68,737	71,618	74,437	77,381	80,451	83,687	87,028	90,515	94,148	97,927	101,853
55	HR	32.92	34.30	35.65	37.06	38.53	40.08	41.68	43.35	45.09	46.90	48.78
56	YR	71,618	74,437	77,381	80,451	83,687	87,028	90,515	94,148	97,927	101,853	105,924
56	HR	34.30	35.65	37.06	38.53	40.08	41.68	43.35	45.09	46.90	48.78	50.73
57	YR	74,437	77,381	80,451	83,687	87,028	90,515	94,148	97,927	101,853	105,924	110,163
57	HR	35.65	37.06	38.53	40.08	41.68	43.35	45.09	46.90	48.78	50.73	52.76
58	YR	77,381	80,451	83,687	87,028	90,515	94,148	97,927	101,853	105,924	110,163	114,569
58	HR	37.06	38.53	40.08	41.68	43.35	45.09	46.90	48.78	50.73	52.76	54.87
59	YR	80,451	83,687	87,028	90,515	94,148	97,927	101,853	105,924	110,163	114,569	119,141
59	HR	38.53	40.08	41.68	43.35	45.09	46.90	48.78	50.73	52.76	54.87	57.06
60	YR	83,687	87,028	90,515	94,148	97,927	101,853	105,924	110,163	114,569	119,141	123,902
60	HR	40.08	41.68	43.35	45.09	46.90	48.78	50.73	52.76	54.87	57.06	59.34
62	YR	104,567	108,806	113,149	117,680	122,336	127,284	132,400	137,704	143,174	148,958	154,888
62	HR	50.08	52.11	54.19	56.36	58.59	60.96	63.41	65.95	68.57	71.34	74.18
63	YR	108,806	113,149	117,680	122,336	127,284	132,400	137,704	143,174	148,958	154,888	161,089



**Compensation Grid 5A, Unit 205 MNA Nurses  
Ranges 54-64, Effective 7/1/2024-6/30/2025**

Range	Step	Step A 01	Step B 02	Step C 03	Step D 04	Step E 05	Step F 06	Step G 07	Step H 08	Step I 09	Step J 10	Step K 11
63	HR	52.11	54.19	56.36	58.59	60.96	63.41	65.95	68.57	71.34	74.18	77.15
64	YR	113,149	117,680	122,336	127,284	132,400	137,704	143,174	148,958	154,888	161,089	167,520
64	HR	54.19	56.36	58.59	60.96	63.41	65.95	68.57	71.34	74.18	77.15	80.23

**Compensation Grid 5A, Unit 205 MNA Nurses Ranges 54-66, Effective 7/1/2024-6/30/2025**

**Compensation Grid 5A  
Unit 205 MNA Nurses  
Ranges 54-66**

**Effective 7/1/2024-6/30/2025**

Range	Step	Step A 01	Step B 02	Step C 03	Step D 04	Step E 05	Step F 06	Step G 07	Step H 08	Step I 09	Step J 10	Step K 11
54	YR	72,892	75,774	78,968	82,058	85,316	88,698	92,248	95,944	99,786	103,794	107,970
54	MO	6,074	6,314	6,581	6,838	7,110	7,392	7,687	7,995	8,315	8,650	8,998
54	HR	34.91	36.29	37.82	39.30	40.86	42.48	44.18	45.95	47.79	49.71	51.71
55	YR	75,774	78,968	82,058	85,316	88,698	92,248	95,944	99,786	103,794	107,970	112,293
55	MO	6,314	6,581	6,838	7,110	7,392	7,687	7,995	8,315	8,650	8,998	9,358
55	HR	36.29	37.82	39.30	40.86	42.48	44.18	45.95	47.79	49.71	51.71	53.78
56	YR	78,968	82,058	85,316	88,698	92,248	95,944	99,786	103,794	107,970	112,293	116,782
56	MO	6,581	6,838	7,110	7,392	7,687	7,995	8,315	8,650	8,998	9,358	9,732
56	HR	37.82	39.30	40.86	42.48	44.18	45.95	47.79	49.71	51.71	53.78	55.93
57	YR	82,058	85,316	88,698	92,248	95,944	99,786	103,794	107,970	112,293	116,782	121,438
57	MO	6,838	7,110	7,392	7,687	7,995	8,315	8,650	8,998	9,358	9,732	10,120
57	HR	39.30	40.86	42.48	44.18	45.95	47.79	49.71	51.71	53.78	55.93	58.16
58	YR	85,316	88,698	92,248	95,944	99,786	103,794	107,970	112,293	116,782	121,438	126,324
58	MO	7,110	7,392	7,687	7,995	8,315	8,650	8,998	9,358	9,732	10,120	10,527
58	HR	40.86	42.48	44.18	45.95	47.79	49.71	51.71	53.78	55.93	58.16	60.50
59	YR	88,698	92,248	95,944	99,786	103,794	107,970	112,293	116,782	121,438	126,324	131,356
59	MO	7,392	7,687	7,995	8,315	8,650	8,998	9,358	9,732	10,120	10,527	10,946

**Compensation Grid 5A**

**Unit 205 MNA Nurses**

**Ranges 54-66**

**Effective 7/1/2024-6/30/2025**

<u>Range</u>	<u>Step</u>	<u>Step A</u> <u>01</u>	<u>Step B</u> <u>02</u>	<u>Step C</u> <u>03</u>	<u>Step D</u> <u>04</u>	<u>Step E</u> <u>05</u>	<u>Step F</u> <u>06</u>	<u>Step G</u> <u>07</u>	<u>Step H</u> <u>08</u>	<u>Step I</u> <u>09</u>	<u>Step J</u> <u>10</u>	<u>Step K</u> <u>11</u>
<u>59</u>	<u>HR</u>	<u>42.48</u>	<u>44.18</u>	<u>45.95</u>	<u>47.79</u>	<u>49.71</u>	<u>51.71</u>	<u>53.78</u>	<u>55.93</u>	<u>58.16</u>	<u>60.50</u>	<u>62.91</u>
<u>60</u>	<u>YR</u>	<u>92,248</u>	<u>95,944</u>	<u>99,786</u>	<u>103,794</u>	<u>107,970</u>	<u>112,293</u>	<u>116,782</u>	<u>121,438</u>	<u>126,324</u>	<u>131,356</u>	<u>136,597</u>
<u>60</u>	<u>MO</u>	<u>7,687</u>	<u>7,995</u>	<u>8,315</u>	<u>8,650</u>	<u>8,998</u>	<u>9,358</u>	<u>9,732</u>	<u>10,120</u>	<u>10,527</u>	<u>10,946</u>	<u>11,383</u>
<u>60</u>	<u>HR</u>	<u>44.18</u>	<u>45.95</u>	<u>47.79</u>	<u>49.71</u>	<u>51.71</u>	<u>53.78</u>	<u>55.93</u>	<u>58.16</u>	<u>60.50</u>	<u>62.91</u>	<u>65.42</u>
<u>62</u>	<u>YR</u>	<u>115,278</u>	<u>119,956</u>	<u>124,737</u>	<u>129,748</u>	<u>134,864</u>	<u>140,314</u>	<u>145,972</u>	<u>151,818</u>	<u>157,853</u>	<u>164,221</u>	<u>170,757</u>
<u>62</u>	<u>MO</u>	<u>9,607</u>	<u>9,996</u>	<u>10,395</u>	<u>10,812</u>	<u>11,239</u>	<u>11,693</u>	<u>12,164</u>	<u>12,652</u>	<u>13,154</u>	<u>13,685</u>	<u>14,230</u>
<u>62</u>	<u>HR</u>	<u>55.21</u>	<u>57.45</u>	<u>59.74</u>	<u>62.14</u>	<u>64.59</u>	<u>67.20</u>	<u>69.91</u>	<u>72.71</u>	<u>75.60</u>	<u>78.65</u>	<u>81.78</u>
<u>63</u>	<u>YR</u>	<u>119,956</u>	<u>124,737</u>	<u>129,748</u>	<u>134,864</u>	<u>140,314</u>	<u>145,972</u>	<u>151,818</u>	<u>157,853</u>	<u>164,221</u>	<u>170,757</u>	<u>177,584</u>
<u>63</u>	<u>MO</u>	<u>9,996</u>	<u>10,395</u>	<u>10,812</u>	<u>11,239</u>	<u>11,693</u>	<u>12,164</u>	<u>12,652</u>	<u>13,154</u>	<u>13,685</u>	<u>14,230</u>	<u>14,799</u>
<u>63</u>	<u>HR</u>	<u>57.45</u>	<u>59.74</u>	<u>62.14</u>	<u>64.59</u>	<u>67.20</u>	<u>69.91</u>	<u>72.71</u>	<u>75.60</u>	<u>78.65</u>	<u>81.78</u>	<u>85.05</u>
<u>64</u>	<u>YR</u>	<u>124,737</u>	<u>129,748</u>	<u>134,864</u>	<u>140,314</u>	<u>145,972</u>	<u>151,818</u>	<u>157,853</u>	<u>164,221</u>	<u>170,757</u>	<u>177,584</u>	<u>184,684</u>
<u>64</u>	<u>MO</u>	<u>10,395</u>	<u>10,812</u>	<u>11,239</u>	<u>11,693</u>	<u>12,164</u>	<u>12,652</u>	<u>13,154</u>	<u>13,685</u>	<u>14,230</u>	<u>14,799</u>	<u>15,390</u>
<u>64</u>	<u>HR</u>	<u>59.74</u>	<u>62.14</u>	<u>64.59</u>	<u>67.20</u>	<u>69.91</u>	<u>72.71</u>	<u>75.60</u>	<u>78.65</u>	<u>81.78</u>	<u>85.05</u>	<u>88.45</u>
<u>65</u>	<u>YR</u>	<u>129,748</u>	<u>134,864</u>	<u>140,314</u>	<u>145,972</u>	<u>151,818</u>	<u>157,853</u>	<u>164,221</u>	<u>170,757</u>	<u>177,584</u>	<u>184,684</u>	<u>192,075</u>
<u>65</u>	<u>MO</u>	<u>10,812</u>	<u>11,239</u>	<u>11,693</u>	<u>12,164</u>	<u>12,652</u>	<u>13,154</u>	<u>13,685</u>	<u>14,230</u>	<u>14,799</u>	<u>15,390</u>	<u>16,006</u>
<u>65</u>	<u>HR</u>	<u>62.14</u>	<u>64.59</u>	<u>67.20</u>	<u>69.91</u>	<u>72.71</u>	<u>75.60</u>	<u>78.65</u>	<u>81.78</u>	<u>85.05</u>	<u>88.45</u>	<u>91.99</u>
<u>66</u>	<u>YR</u>	<u>134,864</u>	<u>140,314</u>	<u>145,972</u>	<u>151,818</u>	<u>157,853</u>	<u>164,221</u>	<u>170,757</u>	<u>177,584</u>	<u>184,684</u>	<u>192,075</u>	<u>199,759</u>
<u>66</u>	<u>MO</u>	<u>11,239</u>	<u>11,693</u>	<u>12,164</u>	<u>12,652</u>	<u>13,154</u>	<u>13,685</u>	<u>14,230</u>	<u>14,799</u>	<u>15,390</u>	<u>16,006</u>	<u>16,647</u>
<u>66</u>	<u>HR</u>	<u>64.59</u>	<u>67.20</u>	<u>69.91</u>	<u>72.71</u>	<u>75.60</u>	<u>78.65</u>	<u>81.78</u>	<u>85.05</u>	<u>88.45</u>	<u>91.99</u>	<u>95.67</u>

YR – Yearly Salary Rate

HR – Hourly Salary Rate

Monthly – 174 x Hourly Rate

~~YR — Yearly Salary Rate~~

~~HR — Hourly Salary Rate~~

~~Monthly — 174 x Hourly Rate~~

## 1 APPENDIX E – SENIORITY UNITS

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

5 \*Board of Nursing

6 Corrections, Department of (each facility is a seniority unit)

7 \*Minnesota Correctional Facility - Faribault

8 \*Minnesota Correctional Facility - Lino Lakes

9 \*Minnesota Correctional Facility - Oak Park Heights

10 \*Minnesota Correctional Facility - Red Wing

11 \*Minnesota Correctional Facility - Rush City

12 \*Minnesota Correctional Facility - Shakopee

13 \*Minnesota Correctional Facility - St. Cloud

14 \*Minnesota Correctional Facility - Stillwater

15 \*Minnesota Correctional Facility - Togo

16 \*Minnesota Correctional Facility - Willow River/Moose Lake

17 Education, Department of

18 \*Minnesota Academy for the Deaf

19 \*Health, Department of

20 Human Services, Department of

21 \*Anoka Region

22 \*Bemidji Region

23 \*Brainerd Region

24 \*Central Office

25 \*Fergus Falls Region

26 \*Community Support Services (CSS)

27 \*Moose Lake Region

28 \*MSOCS

29 \*St. Peter Region

30 \*Willmar Region

31 Minnesota State

32 \*Alexandria Technical College

33 \*Anoka Technical College

34 \*Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses)

35 \*Bemidji State University (aligned with Northwest Technical College)

36 \*Central Lakes College (Brainerd/Staples Campuses)

37 \*Century College

38 \*System Office

39 \*Dakota County Technical College

40 \*Fond du Lac Tribal and Community College

41 \*Hennepin Technical College (Brooklyn Park, Eden Prairie)

- 1 ~~\*Hibbing Community College (including Paulucci Space Theater)~~
- 2 \*Inver Hills Community College
- 3 ~~\*Itasca Community College~~
- 4 \*Lake Superior College
- 5 \*Mesabi Range Community & Technical College
- 6 \*Metropolitan State University (Brooklyn Park, Midway, Minneapolis, St. Paul)
- 7 \*Minneapolis ~~Community and Technical~~ College
- 8 \*Minnesota North College - Hibbing (including Paulucci Space Theater)
- 9 \*Minnesota North College – Itasca
- 10 \*Minnesota North College- Mesabi Range
- 11 \*Minnesota North College – Rainy River
- 12 \*Minnesota North College - Vermilion
- 13 \*Minnesota State College – Southeast- Red Wing
- 14 \*Minnesota State College - Southeast- Winona
- 15 \*Minnesota State Community and Technical College - Detroit Lakes
- 16 \*Minnesota State Community and Technical College - Fergus Falls
- 17 \*Minnesota State Community and Technical College - Moorhead
- 18 \*Minnesota State Community and Technical College - Wadena
- 19 \*Minnesota State University, Mankato
- 20 \*Minnesota State University, Moorhead
- 21 \*Minnesota West Community and Technical College - Canby (including Marshall)
- 22 \*Minnesota West Community and Technical College - Granite Falls
- 23 \*Minnesota West Community and Technical College - Jackson
- 24 \*Minnesota West Community and Technical College - Pipestone (including Luverne)
- 25 \*Minnesota West Community and Technical College - Worthington
- 26 \*Normandale Community College
- 27 \*North Hennepin Community College
- 28 \*Northland Community and Technical College - East Grand Forks
- 29 \*Northland Community and Technical College - Thief River Falls
- 30 \*Northwest Technical College (Bemidji)
- 31 \*Northwest Technical College (Perham)
- 32 \*Pine Technical and Community College
- 33 ~~\*Rainy River Community College~~
- 34 \*Ridgewater College - Hutchinson
- 35 \*Ridgewater College - Willmar
- 36 \*Riverland Community College – A Community & Technical College (including Albert Lea, Austin,  
37 Owatonna)
- 38 \*Rochester Community and Technical College
- 39 \*St. Cloud State University
- 40 \*St. Cloud Technical & Community College
- 41 \*Saint Paul College
- 42 \*South Central College - Faribault Campus
- 43 \*South Central College - North Mankato/Mankato
- 44 \*Southwest Minnesota State University
- 45 \*Vermilion Community College
- 46 \*Winona State University

- 1 \*Perpich Center for Arts Education
- 2 \*Transportation, Department of
- 3 \*Veterans Affairs, Department of - Veterans Home - Fergus Falls
- 4 \*Veterans Affairs, Department of - Veterans' Home – Hastings
- 5 \*Veterans Affairs, Department of - Veterans' Home – Luverne
- 6 \*Veterans Affairs, Department of - Veterans' Home – Minneapolis
- 7 \*Veterans Affairs, Department of - Veterans' Home - Silver Bay
- 8 \* Veterans Affairs, Department of - Central Office and Programs and Services
- 9 \* Veterans Affairs, Department of - Veterans Home - Bemidji
- 10 \* Veterans Affairs, Department of - Veterans Home - Montevideo
- 11 \* Veterans Affairs, Department of - Veterans Home - Preston
- 12
- 13 The Employer reserves the right to add or delete seniority units.

## 14 **APPENDIX F - STATUTORY LEAVES**

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

<b>Statute Number</b>	<b>Type of Leave</b>
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

## 1 **APPENDIX G - COMMITTEE ON PROFESSIONAL NURSING CONCERNS**

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

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

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

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

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

- 21 - Career Development
- 22 - Cross training
- 23 - Quality Assurance and Peer Review
- 24 - Procedures involving reporting to regulatory boards
- 25 - Recommendations of Accreditation reviews
- 26 - Establishment of local nursing practice committees
- 27 - Staffing patterns system
- 28 - Patient classification
- 29 - Working environment to attract and retain nurses

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

## 33 **APPENDIX H - DEPARTMENT OF HUMAN SERVICES LOCAL AND** 34 **DEPARTMENTAL LABOR/MANAGEMENT COMMITTEES**

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### 35 A. **Local Committees**

36 A Local Labor/Management Committee shall be established for each facility of the Department  
37 of Human Services. Included on the Committee as representatives for the Appointing Authority  
38 shall be a representative from the Commissioner's Office, the medical staff at the facility, and



1 the CEO or designee and representatives of the Association shall be a MNA staff representative  
2 and up to four (4) nurses from the facility.

3 The Committee shall:

- 4 1. Discuss how nurses can identify quality of care issues.
- 5 2. Discuss how nurses can influence changes in policy and practices.
- 6 3. Identify mechanisms within the facility to recognize the full utilization of nurses' roles.
- 7 4. Adequate staffing.

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

9 **B. Departmental Committee**

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

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

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

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

24 **APPENDIX I - DEPARTMENT OF HUMAN SERVICES - ALL INSTITUTIONS**

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25 **Article 1**

26 **No Layoff Agreement**

27 **Section 1.**

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

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

33 The parties agree to the following terms in order to ensure that fair and equitable arrangements  
34 are carried out to protect the interests of affected State employees under the re-structuring.

1 These terms shall be part of the Collective Bargaining Agreements between parties and shall be  
2 implemented through the Master and Supplemental Agreements.

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

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

11 Intermittent employees who are laid off shall retain rights under their normal separation  
12 procedures.

13 2. Reduction in employee numbers will be made through normal attrition and through the  
14 provisions detailed in the employee mitigation to layoff section of this agreement.

15 3. Nothing in the Agreement shall be interpreted as entitling an employee to lifetime  
16 employment or as protecting an employee against discharge for just cause.

17 4. Employees of the department who move to State operated community based facilities in  
18 accord with the re-structuring proposal will be guaranteed collective bargaining rights as  
19 applicable under M.S. 179A and other rights under M.S. 43A, M.S. 352, and M.S. 354.

20 5. Training and re-training of staff who, as a result of re-structuring, fill a position in a State  
21 operated community based facility, or staff who fill a position within a facility, or between  
22 facilities, will be the responsibility of the department. The department will make every  
23 reasonable effort to coordinate training and re-training with public institutions or  
24 postsecondary education.

25 6. Procedures for notifying employees affected by the re-structuring plans will be negotiated  
26 into the Collective Bargaining Agreements or supplemental agreements.

27 7. Any dispute concerning the interpretation, application or meaning, and relationship to the  
28 terms of the respective master or supplemental agreements must be resolved by the  
29 grievance/arbitration procedures of the appropriate agreements. The terms of the  
30 Memorandum are non-precedential.

31 8. Every effort will be made to communicate openly and have common understanding  
32 between the State and labor organizations affected by the re-structuring plan, including  
33 the establishment of joint labor and management committees.

34 9. The terms of this Agreement for each facility extends until the completion of the re-  
35 structuring at that facility.

1 **Section 2. Employee Mitigation to Layoff.**

2 For employees whose positions will be eliminated by implementation of the department's re-  
3 structuring plan, a number of options will be offered. If an employee's position is to be eliminated,  
4 the following will be simultaneously presented to the employee:

- 5 • job and training opportunities;
- 6 • enhanced separation options;
- 7 • normal separation including recall rights.

8 Employees hired after November 1, 2005 and whose positions are eliminated will be provided with  
9 only those rights under the normal separation procedures including recall rights.

10 In order to reduce involuntary separations otherwise necessary, the most senior employee within  
11 a class shall be offered the choice of one of the available options before less senior employees. At  
12 the time an offer is made, the employee may select from the options available. Selection of the  
13 enhanced separation or normal separation packages preclude exercising any other option. The  
14 employee who selects from job and training opportunities [items 1.1 - 1.4] shall choose from all  
15 available job and training opportunities. Once such a selection has been made, the employee is  
16 precluded from exercising another option from items 1.1 - 1.4 at a later time, unless the  
17 employee's position is subsequently eliminated as a result of re-structuring. An employee who  
18 selected the job and training opportunities shall be guaranteed one job and training opportunity  
19 within twelve (12) months of selecting the job and retraining option.

20 **Section 3. Job and Re-training Opportunities.**

21 1.1 A position in the same or transferable class or as a promotion or demotion. The position  
22 must be within the same employment condition and must be at the same or a higher  
23 insurance contribution level.

24 1.2 A position which the parties agree can best be filled by upgrading existing staff and for  
25 which the employer agrees to pay the cost of necessary training or certification.  
26 Relocation expenses will be paid by DHS per the Master Agreement,

27 1.3 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in  
28 pay) and the subsequent offer of that job within DHS or another State agency. Relocation  
29 expenses will be paid by DHS per the Master Agreement,

30 1.4 A position at any State agency pursuant to the activation of M.S. 246.60 by the  
31 Commissioner of Minnesota Management and Budget and Administration. Relocation  
32 expenses will be paid by DHS per the Master Agreement.

33 An employee who refuses a job and training opportunity not requiring relocation waives their right  
34 to enhanced separation. An employee who does not accept a job and training opportunity  
35 requiring relocation shall be entitled to select the enhanced separation option or normal  
36 separation.

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

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

3 **Section 4. Enhanced Separation Package.**

4 2.1 Retirement, with Employer paid insurance benefits: The employee shall continue to receive  
5 the Employer contribution toward health and dental insurance equal to one hundred  
6 percent of the current annual contribution for themselves and their enrolled dependents.  
7 DHS will absorb subsequent increases up to \$200. Increases beyond \$200 will be the  
8 employee's responsibility; or

9 2.2 In addition to benefits provided under Collective Bargaining Agreements, a one-time  
10 enhanced payment not to exceed \$20,000 and not to exceed \$2,000 multiplied by the  
11 number of years of State service. For employees selecting this option, the department  
12 agrees not to contest any unemployment insurance determination; or,

13 2.3 In lieu of the one-time enhanced payment, tuition, fees, books, travel expenses, career  
14 guidance, and related expenses at a public institution of post-secondary education, up to  
15 the amount of the enhanced payment to which the employee would be entitled.

16 An employee electing the enhanced separation options waives their recall rights under the  
17 Collective Bargaining Agreements.

18 **Section 5. Normal Separation Package.**

19 3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

20 **Article 2**

21 **Memorandum of Understanding - Implementation Procedures**

22 **Section 1. Non-Eligible Employees.**

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

25 a. Part-time and full-time temporary employees, including student workers and  
26 temporary unclassified employees.

27 b. Part-time and full-time emergency employees.

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

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

33 1. Cash out of any existing accumulated vacation balance.

34 2. Severance pay pursuant to the parties' Collective Bargaining Agreements.

35 3. Placement on the layoff lists for the employment condition from which they were  
36 laid off (intermittent).

1 **Section 2. Procedure.**

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

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

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

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

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

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

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

37 6. At the end of the seven (7) day posting period, if no employee(s) has indicated their  
38 desire to be declared “at-risk”, the least senior employee(s) (as defined in #5 above) shall  
39 be notified in writing by the Appointing Authority that they are declared to be “at-risk.”  
40 The employee shall provide written receipt of this notice to the Appointing Authority.

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

- 3 1) Job and retraining opportunities
- 4 2) Enhanced separation package
  - 5 a. Retirement, with Employer contribution to insurance
  - 6 b. One-time enhanced severance
  - 7 c. Educational payment
- 8 3) Normal separation package.

9 Within fourteen (14) calendar days of the receipt of such notice, the employee must  
10 notify the Personnel Office/Job Center in writing of their intent to select mitigation to  
11 layoff option 1, 2, or 3 and the specific option/position within the particular option. At  
12 the end of the fourteen (14) day period, the employee may not change the specific  
13 option/position that they previously selected. If the employee(s) fails to notify the  
14 Appointing Authority they shall be considered to have selected option 3 (normal  
15 separation package).

16 The job and retraining opportunities listing all available jobs and retraining options as  
17 determined by Minnesota Management and Budget active requisition list shall be posted  
18 in at least three (3) areas that are accessible to employees on all shifts. A copy shall also  
19 be provided to the applicable Local Union/Exclusive Representative. Upon request, the  
20 Appointing Authority and the exclusive representative shall meet and confer to develop  
21 posting procedures for areas of unique concern within a facility.

22 Upon the request of the employee, the employee shall receive an approximate  
23 calculation of the Employer paid contribution to insurance based upon their age  
24 eligibility, the one-time enhanced payment/education payment; and/or separation  
25 benefits under the applicable Collective Bargaining Agreement.

26 7. An employee who is away from their work location on assignment or approved vacation  
27 in excess of seven (7) calendar days, may submit in writing an advance option selection, if  
28 they wish to exercise option 2 or option 3.

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

32 An employee on leave at the time their position is declared "at-risk" shall be given the  
33 opportunity to select option 1, 2, or 3. If they select option 1, the employee shall be able  
34 to choose from available job and retraining options at the time their leave expires. It is  
35 understood this does not prevent an employee from terminating their leave and  
36 selecting a job and retraining option at the time they are declared "at-risk."

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

1 9. If an employee selects the enhanced separation package or the normal separation  
2 package, they shall be precluded from selecting a job and training opportunity.

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

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

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

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

23 **Section 3. Job and Retraining Opportunities.**

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

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

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

31 Employees who have not been offered a position within twelve (12) months of selecting  
32 the Job and Retraining Option shall be offered Option 2, Enhanced Separation or Option  
33 3, Normal Separation.

34 3. All positions shall first be posted pursuant to the applicable Collective Bargaining  
35 Agreement. If, at the time the position is posted there is a qualified "at risk" employee in  
36 the same employment condition, expressions of interest will be limited to employees in  
37 the same employment condition and insurance contribution level. However, the parties  
38 may negotiate at a later time changes in the procedures for filling positions in State

1 Operated community based residential or day habilitation services or positions in the  
2 technical support group for these services.

3 4. Positions to be offered will be:

- 4 ♦ In a same or transferable class, or
- 5 ♦ As a promotion or demotion,
- 6 ♦ In the same employment condition, and
- 7 ♦ At the same or a higher insurance contribution level

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

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

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

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

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

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

30 9. If the Commissioners of Minnesota Management and Budget and Administration  
31 determine to activate the provisions of M.S. 246.60, the Department of Human Services  
32 shall discuss its implementation with the exclusive representatives.

33 10. An employee who accepts a position at another State Agency may be required to serve a  
34 probationary period pursuant to the applicable Collective Bargaining Agreement. An  
35 employee who accepts a position within the Department of Human Services shall not be  
36 required to serve a probationary period if they accept a position in a classification in  
37 which they have previously and successfully completed a probationary period.

38 11. An employee who accepts a position in a new class or who has transferred and is  
39 required to serve a probationary period shall have a trial period pursuant to the



1 applicable Collective Bargaining Agreement. However, if the employee elects to return to  
2 their former position, the employee shall not be allowed to select another option under  
3 job and retraining opportunities under the Memorandum of Understanding and the  
4 normal separation package shall apply.

5 12. Notwithstanding #10 in the Procedure section, an employee who is non-certified shall be  
6 eligible to select from mitigation to layoff options 2 or 3 pursuant to the procedures  
7 described in this Agreement.

8 13. Employees who have been declared at-risk shall be allowed up to one hundred and sixty  
9 (160) hours of paid leave to improve their employment skills and/or to interview for job  
10 and retraining opportunities:

- 11 a) Up to forty (40) hours as initiated by the employee,
- 12 b) Up to forty (40) hours as initiated by the employee, submitted fourteen (14) days in  
13 advance, and not unreasonably denied by the supervisor, and
- 14 c) Eighty (80) hours at the discretion of the Appointing Authority.

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

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

#### 19 **Section 4. Enhanced Separation Package.**

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

22 2.1 Retirement; with Employer paid insurance benefits as negotiated under chapter 605  
23 (1988 session laws). The employee shall continue to receive the Employer contribution  
24 toward health and dental insurance equal to one hundred percent of the current annual  
25 contribution for themselves and their enrolled dependents. DHS will absorb subsequent  
26 increases up to \$200.

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

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

31 Employees shall receive the following:

32 1. Severance Pay

33 a. As provided for in the applicable Collective Bargaining Agreement.

34 2. Accumulated Vacation

35 a. As provided for in the applicable Collective Bargaining Agreement

1           3. Employer Contribution to Health and Dental Insurance Premiums

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

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

8           b. An employee shall be eligible to receive the contribution toward the Employer  
9           paid health and dental insurance premiums to which they were entitled at the  
10          time of retirement.

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

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

16          c. An employee is no longer eligible for the Employer contribution to health and  
17          dental insurance premiums with the first occurrence of any of the following:

- 18          i. at the end of month in which the retired employee attains the age of sixty-five  
19          (65); or  
20          ii. at the end of the month in which the retired employee chooses not to receive  
21          an annuity; or  
22          iii. the retired employee is eligible for Employer-paid health insurance from a  
23          new employer.

24          An employee selecting this option shall not be placed on any layoff lists under the  
25          applicable Collective Bargaining Agreements.

26          2.2 In addition to benefits provided under Collective Bargaining Agreements, a one time  
27          enhanced payment not to exceed \$20,000 and not to exceed \$2,000 multiplied by the  
28          number of years of state service. For employees selecting this option, the Department  
29          agrees not to contest any unemployment insurance determination.

30          Employees shall receive the following:

31          1. Severance Pay

32                  a. As provided for in the applicable Collective Bargaining Agreement for employees  
33                  on layoff.

34          2. Accumulated Vacation

35                  a. As provided for in the applicable Collective Bargaining Agreement.

36          3. Employer Contribution for Insurance

- 1 a. As provided for in the applicable Collective Bargaining Agreement for employees  
2 on layoff.
- 3 4. A one time enhanced payment not to exceed \$20,000 and not to exceed \$2,000  
4 multiplied by the number of years of State service.
- 5 a. The employee's number of years of State service shall be defined as the length of  
6 employment with the State of Minnesota since the last date of hire.

7 5. Unemployment Insurance

- 8 a. The Department of Human Services shall not contest any unemployment  
9 insurance determination.

10 An employee selecting this option shall not be placed on any layoff lists under the  
11 applicable Collective Bargaining Agreements.

12 2.3 In lieu of the one time enhanced payment, tuition, fees, books, travel expenses, career  
13 guidance, and related expenses at a public institution of post-secondary education, up to  
14 the amount of the enhanced payment to which the employee would be entitled.

15 Employees shall receive the following:

16 1. Severance Pay

- 17 a. As provided for in the applicable Collective Bargaining Agreement

18 2. Accumulated Vacation

- 19 a. As provided for in the applicable Collective Bargaining Agreement

20 3. Employer Contribution for Insurance

- 21 a. As provided for in the applicable Collective Bargaining Agreement for employees  
22 on layoff.

23 4. Payment for tuition, fees, books, travel expenses, career guidance, and related  
24 expenses at a public institution of post-secondary education, up to the amount of the  
25 one time enhanced payment to which the employee would be entitled.

26 The Department in consultation with the exclusive representatives shall develop policies and  
27 procedures to implement the above provision.

28 An employee selecting this option shall not be placed on any layoff lists under the applicable  
29 Collective Bargaining Agreements.

30 **Section 5. Normal Separation Package.**

31 Employees shall receive the following:

32 1. Severance Pay

- 33 a. As provided for in the applicable Collective Bargaining Agreement.

- 1 2. Accumulated Vacation
- 2 a. As provided for in the applicable Collective Bargaining Agreement.
- 3 3. Employer Contribution for Insurance
- 4 a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

5 **For the Union:**

**For the Employer:**

6 \_\_\_\_\_  
 7 Linda Lange  
 8 Business Representative  
 9 Minnesota Nurses Association

\_\_\_\_\_   
 Tudy Fowler  
 Labor Relations Manager  
 Department of Human Services

10 \_\_\_\_\_  
 11 Bev Hall  
 12 Business Representative  
 13 Minnesota Nurses Association

\_\_\_\_\_   
 Sandi Blaeser  
 Labor Relations  
 Department of Finance & Employee Relations

14 \_\_\_\_\_  
 15 Mark Gilbertson, RN  
 16 MNA Representative

17 \_\_\_\_\_  
 18 Date

19 **APPENDIX J - MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
 20 **(MINNESOTA STATE)**

---

21 **Tuition Waiver**

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

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

31 The nurse will pay the applicable fees.

- 1 1. Nurses at the State University shall have tuition waived at any State University.
  - 2 2. Nurses at the Technical, Community or Co-located College shall have tuition waived at any  
3 Technical, Community or Co-located College.
  - 4 3. Nurses at the System office shall have this tuition waiver apply and must take a one-time  
5 choice of 1 or 2 as stated above.
  - 6 4. The nurse's spouse or dependent child(ren) may share this tuition waiver not to exceed sixteen  
7 (16) credits.
- 8 The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate  
9 program.
- 10 The terms of this appendix shall become effective the first semester following the approval of this  
11 Agreement by the Joint Sub-committee on Employee Relations.

## 12 **APPENDIX K – SUPPLEMENTAL AGREEMENTS**

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### 13 **BOARD OF NURSING**

### 14 **DEPARTMENT OF CORRECTIONS**

### 15 **DEPARTMENT OF HEALTH**

16 Article 17, Wages, of the Master Agreement shall be supplemented as follows and applies  
17 exclusively to nurses represented by MNA who are employed in the Health Regulation Division of  
18 the Minnesota Department of Health:

#### 19 **Computation of Compensated Travel Time**

20 Travel time between a nurse's residence and the nurse's permanent work location shall not be  
21 considered compensated travel time under any circumstance. This section does not establish any  
22 residency requirements for nurses. The parties agree that the State of Minnesota shall not be  
23 encumbered by any additional expense or loss of survey time due to a nurse changing residence. It  
24 is understood that the determination of a nurse's permanent work location shall be at the  
25 discretion of the employer.

26  
27 The following counties comprise the seven-county metro area: Anoka, Dakota, Hennepin, Ramsey,  
28 Scott, Washington, and Wright.

29 When a nurse working in the Health Regulation Division leaves their residence to commute  
30 directly to a temporary work location at the beginning of the work day or commutes from a  
31 temporary work location directly to their residence at the end of the work day, they shall be  
32 compensated for travel time for any miles to/from the temporary work location which are in  
33 excess of 10 miles from the nurse's permanent work location. The survey team and the supervisor  
34 shall determine the distance from the office to temporary work location based on highway maps,  
35 known best routes or internet-based mileage calculators.

1 In computing the time that will be compensated, the mileage in excess of 10 miles to/from the  
2 permanent work location to the temporary work location will be multiplied by 2 minutes per mile  
3 for travel within the seven county metro area and multiplied by 1.5 minutes per mile for travel  
4 outside the seven county metro area.

5 ***When Staying Overnight:***

6 When a nurse is staying overnight on a work assignment, no compensated travel time between  
7 the motel and the temporary work location will be provided when the motel is within 10 miles of  
8 the temporary work location.

9 **DEPARTMENT OF HUMAN SERVICES**

10 Article 4 – Hours of Work and Overtime, Section 5. Continuous Schedules, Overtime Distribution –  
11 Continuous Operations, 2. Subsequent Shift Overtime, c. is supplemented as follows:

12  
13 **Forensics Mental Health Program - Releasing Mandated Nurses in Seniority Order (Pilot)**

14 This Pilot program only applies to nurses who work in Forensics Mental Health Program (under  
15 DHS/DCT).

16  
17 In the event that mandated nurses in a work area can be released early by the Appointing  
18 Authority from their mandated shift, mandated nurses in the work area shall be released in order  
19 of bargaining unit seniority.

20  
21 The Forensics Mental Health Program - Releasing Mandated Nurses in Seniority Order (Pilot) will  
22 become effective upon implementation of the 2023 - 2025 agreement and will remain in effect  
23 until a successor agreement is implemented.

24 **DEPARTMENT OF VETERANS AFFAIRS**

25 **Department of Veterans Affairs – Fergus Falls**

26 **Uniforms**

27 Article 21, Expense Allowances, of the Master Agreement shall be supplemented as follows:

28 Nurses are expected to wear uniforms while on duty only and to properly maintain their own  
29 uniforms.

30 Nurses working in full time positions will be reimbursed for the purchase of uniforms each year of  
31 employment. The maximum reimbursement amount is \$165.38.

32 Nurses working in part-time positions, including intermittent nurses, will be reimbursed for the  
33 purchase of uniforms each year of employment. The maximum reimbursement amount is \$121.28.

34 The calendar year will begin the new year for reimbursement purposes. Any portion of the  
35 maximum dollar amounts not claimed in a given year cannot be carried forward to the succeeding  
36 year. The Administrator will reimburse the nurse upon receipt of an acceptable proof of purchase.  
37 Emergency reimbursements will be authorized by the Administrator if the uniform gets  
38 permanently damaged while performing work on duty. To receive this authorization, the nurse  
39 must show the uniform and explain how the damage occurred to their immediate supervisor or in

1 the absence of the supervisor to the officer of the day. This must occur on the same shift in which  
2 the damage occurred or the immediate shift worked.

3 MINNESOTA STATE

4 MINNESOTA STATE ACADEMIES

5 OMBUDSMAN FOR MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

6 PERPICH CENTER FOR ARTS EDUCATION

7 **APPENDIX L**

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8 DATE: November 3, 1989

9 TO: Department of Human Services Facilities  
10 Minnesota Veterans Home Facilities

11 FROM: Nancy Arneson McClure /s/  
12 Deputy State Negotiator

13 PHONE: 296-2599

14 RE: Overtime Assignments for Registered Nurses

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

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

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

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

30

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1 December 23, 1991

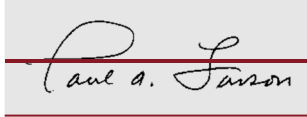
2 Mr. Robert Wiesner  
3 MN Nurses Association  
4 1295 Bandana Blvd. No.  
5 Suite 140  
6 St. Paul, Minnesota 55108-5115

7 Dear Bob:

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

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

14 Sincerely,

A handwritten signature in cursive script that reads "Paul A. Larson". The signature is written in black ink on a light-colored background. Below the signature is a horizontal red line.

15  
16 Paul Larson  
17 Labor Relations Representative

18

---

19 April 25, 2004

20 Linda Lange  
21 Staff Specialist  
22 Minnesota Nurses Association  
23 1625 Energy Park Drive  
24 St. Paul, MN 55108

25 Dear Linda:

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

28 **Introduction**

29 The term "Loudermill Hearing" stems from a 1985 United States Supreme Court case, Loudermill v.  
30 Cleveland Board of Education, 470 U.S. 532 (1985). In that case, the court held that non-  
31 probationary civil servants had a property right to continued employment and such employment  
32 could not be denied to employees unless they were given an opportunity to hear and respond to  
33 the charges against them prior to being deprived of continued employment. Since the time that  
34 case was decided, certain other courts of law have held that the right to hear and respond to the  
35 charges extends not just to denials of continued employment, but to denials of continued



1 employment at the current rate of pay. Thus, State agencies offer this pre-deprivation hearing or  
2 Loudermill hearing in cases of discharge, demotion and unpaid suspension of non-probationary  
3 classified employees, including nurses represented by MNA.

#### 4 **Corresponding Contract Language**

5 The MNA contract with the State of Minnesota includes language in Article 15, Section 2B that  
6 provides for Association representation at a Loudermill (pre-deprivation) hearing only in the case  
7 of discharge. However, if a nurse requests an Association representative at a Loudermill (pre-  
8 deprivation) hearing for demotion or unpaid suspension, such request should be granted. The  
9 contract language also indicates that the right to a Loudermill (pre-deprivation) hearing expires “at  
10 the end of the next scheduled work day of the nurse after the notice of discharge is delivered to  
11 the nurse, unless the nurse and the Appointing Authority agree otherwise.” Article 15, Section 2B.  
12 The language further states that:

13 “The discharge shall not become effective during the period when the meeting may occur. The  
14 nurse shall remain in pay status during the time between the notice of discharge and the  
15 expiration of the meeting. However, if the nurse was not in pay status at the time of the notice  
16 of discharge, the requirement to be in pay status shall not apply.” Article 15, Section 2B.

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

#### 19 **Concerns Raised by the Association**

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

##### 22 **A. Scheduling of Hearing**

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

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

29 Another concern raised by the Association was confusion by nurses that the Loudermill (pre-  
30 deprivation) hearing constituted a step in the grievance procedure. The Employer agrees with  
31 the Association that a Loudermill (pre-deprivation) hearing is not a step in the grievance  
32 procedure. In order to grieve a discipline, a nurse must pursue that grievance separately from  
33 the Loudermill (pre-deprivation) hearing.

##### 34 **C. Association Representation at Hearing**

35 The Association was also concerned about release time for Association representatives  
36 attending a Loudermill (pre-deprivation) hearing. As stated earlier, the MNA contract extends  
37 the right to Association representation at the Loudermill (pre-deprivation) hearing only in the  
38 case of discharge. However, in the event a nurse requests Association representation at a

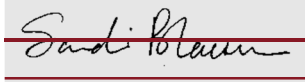
1 hearing in the case of either demotion or unpaid suspension, the request should be granted.  
2 Association representatives attending a Loudermill (pre-deprivation) hearing do so at no loss of  
3 pay. This means that representatives attending a hearing with a nurse during the  
4 representative's work hours will receive pay during the hearing. A representative attending a  
5 hearing with a nurse during the representative's non-work hours shall not receive pay during  
6 the hearing.

7 **D. Results of Hearing**

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

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

16 Sincerely,



17  
18 Sandi Blaeser  
19 Labor Relations Representative, Principal  
20 Labor Relations/Compensation Division  
21 (651) 297-7798

22 SB:can

23

1



2

3 October 29, 2013

4 Lonna Jean Schmidt Nelson  
 5 Staff Specialist  
 6 MN Nurses Association  
 7 345 Randolph Avenue  
 8 Suite 200  
 9 St. Paul, MN 55102

10 Dear Lonna:

11 During the negotiations for the 2013-2015 collective bargaining agreement, the Employer and the  
 12 MN Nurses Association had discussions about employee misconduct investigations initiated by the  
 13 Appointing Authority.

14 The Employer agrees that as a best human resource practice, nurses who are the subject of an  
 15 employee misconduct investigation should be promptly advised of the conclusion and outcome of  
 16 the investigation(s) when those investigations are completed. Nurses should be advised if the  
 17 allegations were substantiated or not.

18 If the Minnesota Nurses Association becomes aware of any problems with Appointing Authorities  
 19 neglecting to advise its members of the status of investigations of which they are the subject,  
 20 please contact us to ensure such problems are resolved promptly. The Employer agrees that  
 21 nurses who are the subject of an employment misconduct investigation initiated by the Appointing  
 22 Authority should be notified of the conclusion of the investigation.

23 Sincerely,

24  
 25 Rebecca Wodziak  
 26 Labor Relations Representative Principal

27  
28  
29

1  
2  
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5

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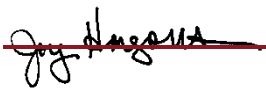
6 October 1, 2015

7 Lonna Jean Schmidt-Nelson  
8 Labor Relations Specialist  
9 MN Nurses Association  
10 345 Randolph Avenue  
11 Suite 200  
12 St. Paul, MN 55102

13 Dear Lonna:

14 During the negotiations for the 2015-2017 collective bargaining agreement between the  
15 Minnesota Nurses Association and the State of Minnesota, the parties discussed the subject of  
16 charge nurse responsibilities/assignment. It was agreed that the Department of Human Services  
17 and Department of Veterans Affairs will share and discuss the guidelines used to determine who in  
18 their respective agencies are eligible for charge nurse pay. This will occur during separate meet  
19 and confers. These meet and confers will be scheduled within four (4) months of the conclusion of  
20 bargaining.

21 Sincerely,

22 

23 Joy Hargons  
24 Labor Relations Consultant 4

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~~March 8, 2020~~ February 20, 2024

Jon Tollefson  
~~Adam Kamp~~ Nick Rea  
MNA Labor Relations Specialist  
345 Randolph Avenue  
Suite 200  
St. Paul, Minnesota 55102

14

Re: ~~Meet and Confer and~~ Equity Adjustment Pilot Program

15

Dear Mr. Tollefson and Mr. ~~Kamp~~ Rea,

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17  
18

~~As part of our negotiations with MNA for the 2019-2021 Agreement, the parties discussed and agreed to meet and confer at the agency level regarding double back assignments, block scheduling, and regarding the granting of vacation.~~

19  
20

As part of our negotiations with MNA for the ~~2023-19-2025~~ 2024-2025 Agreement, the parties discussed and agreed to the following Pilot Program as part of Article 17 Wages:

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**Section 25- Equity Adjustments (Pilot).** Upon request of the Appointing Authority, MMB may make equity adjustments and advance incumbents within a range, and/or provide a one-time lump sum of no more than \$2,500 to an individual at the top of their salary range, to maintain internal equity.

- Only those with documented “satisfactory” or better performance are eligible for an equity adjustment.
- Any request for an adjustment under this section must include an explanation of the inequity, and documentation to support an equity adjustment for an incumbent.
- This provision is not subject to the grievance or arbitration process.

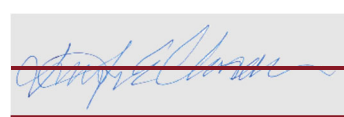
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This provision becomes effective upon the contract’s successful ~~ratification implementation of the 2023-2025 Agreement by the legislature~~, and will sunset upon the ~~ratification implementation of the 2025-1 - 2027-3~~ ratification implementation of the 2024 - 2025 contract.

33

Sincerely,

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36  
37



~~Jennifer Claseman~~ Amanda Johnson  
~~Enterprise Director~~ Labor Relations Consultant 4  
Minnesota Management and Budget

1 **APPENDIX M**

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2 The Statewide Family and Medical Leave Act (FMLA) Policy, Procedure and General memo are  
3 available online at <http://www.mn.gov/mmb>.

4 The policy, procedure and general memo are subject to change by the Employer and are not  
5 grievable or arbitrable under this Collective Bargaining Agreement.

6 **APPENDIX N**

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7 **MEMORANDUM OF UNDERSTANDING**  
8 **between the**  
9 **STATE OF MINNESOTA**  
10 **and**  
11 **MINNESOTA NURSES ASSOCIATION**  
12 **Regarding Scheduling of Work**

13 This Memorandum of Understanding is made by and between the Minnesota Nurses Association  
14 and the State of Minnesota, this 4<sup>th</sup> day of September 2002, to resolve the issues relating to  
15 scheduling of the hours of work for Nurse Evaluators in the Licensing and Certification Program of  
16 the Minnesota Department of Health.

17 WHEREAS, the parties hereto desire to resolve these matters under the following conditions:

- 18 1. Each nursing home/boarding care home and each ICF/IID survey must have early morning  
19 and evening onsite observation time as stated in the federal State Operations Manual  
20 (SOM). In planning the survey schedule, Nurse Evaluators and the supervisor shall make  
21 provisions for this coverage:

22 **Nursing Home/Boarding Care Surveys**

23 ***Morning Observation Periods***

24 Each nursing home/boarding care home survey shall have onsite observation periods of  
25 at least one (1) hour between 6AM and 8AM for every 36 hours of estimated survey time  
26 (preparation, onsite, travel, and documentation time), rounded to the nearest whole  
27 hour.

28 ***Evening Observation Periods***

29 Each nursing home/boarding care home survey shall have onsite observation periods of  
30 at least two (2) hours between 6PM and 9PM for every 36 hours of estimated survey  
31 time (preparation, onsite, travel, and documentation time), rounded to the nearest  
32 whole hour.

1           **ICF/IID Surveys**

2           Each ICF/IID survey shall have onsite observation periods of at least one (1) hour  
3           between 6AM and 8AM and at least two (2) hours between 6PM and 9PM.

- 4           2.    The Survey Team, subject to final approval by their supervisor, shall schedule the work  
5           for the team, including time to prepare the draft survey schedule.

6           **Draft Survey Schedule**

7           Each Survey Team shall complete a draft monthly survey schedule no later than the 1<sup>st</sup> of  
8           each month, prior to the month scheduled (for instance, by July 1<sup>st</sup> for the August survey  
9           schedule) that identifies the surveyor, the surveyor’s planned hours of work by date,  
10          consistent with the scheduling requirements of this MOU. Schedules will be planned  
11          according to the estimated survey hours or the number of survey hours anticipated to be  
12          available to conduct the survey.

13          Hours of work shall be set to maximize observation time and to provide an opportunity  
14          for the team members to interact with one another. The supervisor will review the draft  
15          schedule and will consult with the team if the schedule cannot be approved as presented.

16          **Schedule Adjustments**

17          On the first day of the survey, the team will finalize the details of the survey and confirm  
18          or change schedules as necessitated by the survey process and the actual number of  
19          survey hours available for the survey. Survey hours are defined as the total of the  
20          number of hours each surveyor assigned to the survey is available to work on each day of  
21          the survey.

22          Any adjustments to the survey schedule must be consistent with the SOM and this MOU.  
23          It is the responsibility of the Survey Team leader to keep the supervisor informed of any  
24          changes in the hours of work for each surveyor. The supervisor must approve all changes.

- 25          3.    Nurse Evaluators may start before 6:00AM only upon prior approval by the supervisor.

- 26          4.    The normal work period shall consist of eight (8) hours. Nurse Evaluators, with the  
27          agreement of their supervisor, may be scheduled for up to ten (10) hour shifts. It is not  
28          the intent to have surveyors consistently work four-day workweeks. The decision to  
29          approve a work shift of up to ten (10) hours will be based on efficiency in completing the  
30          survey, on adequate survey coverage for the week, and survey outcomes. If there is need  
31          for the surveyor to work more than ten (10) consecutive hours, it must be approved in  
32          advance by the supervisor

- 33          5.    The Association and the State agree to waive Article 4, Section 9, **Work Schedules**, for  
34          Nurse Evaluators in the Licensing and Certification Program.

- 35          6.    Nurse Evaluators who work beyond their established shift shall be paid overtime at the  
36          appropriate rate. Such overtime will be subject to Section 8, **Compensatory Bank**, of the  
37          Agreement. The Appointing Authority agrees to establish a Compensatory Bank of not  
38          more than eighty (80) hours. All hours worked beyond the established eighty (80) hours

1 shall be paid in cash at the hourly rate of pay of that Nurse Evaluator. The supervisor  
2 must approve all changes in scheduled hours that would result in overtime/comp time or  
3 the payment of shift differential.

- 4 7. Each Survey Team must work 5 staggered surveys per federal fiscal year (October 1  
5 through September 30). Staggered surveys are nursing home surveys that start (1) on a  
6 weekend; (2) start before 7:00AM; or (3) start after 6:00PM. Each Survey Team must  
7 schedule one survey from each category and two additional surveys from any category.  
8 The supervisor, in consultation with the Survey Team, will designate facilities that are  
9 appropriate for staggered survey work.
- 10 8. In the Twin City metropolitan area, Survey Teams will be divided into two geographic  
11 areas to create an East Metro Survey Area and a West Metro Survey Area. The Mississippi  
12 River is the approximate North/South dividing line between these two areas. It is the goal  
13 of the Minnesota Department of Health to assign nurses to the East or the West Metro  
14 Survey Areas based on the preference of the nurse. It is the goal of the Minnesota  
15 Department of Health to assign 75% of the work for each team during each federal fiscal  
16 year (Oct 1 to September 30) in the designated geographic area for the team.
- 17 9. The Minnesota Department of Health will maintain a database of all early morning and  
18 evening observation hours. Reports from the database will be made available to the  
19 Minnesota Nurses Association upon request.
- 20 10. This Memorandum of Understanding shall be posted on the Minnesota Department of  
21 Health intranet site to ensure Nurse Evaluators have ready access to this document.
- 22 11. The provisions of this Memorandum of Understanding shall begin upon ratification and  
23 shall be in effect for an indefinite period. The parties agree to meet and confer in an  
24 effort to resolve any problems that may arise with this agreement. If the meet and confer  
25 cannot resolve the issues, either party reserves the right to terminate this Agreement by  
26 providing sixty (60) days written notice to the other party.
- 27 12. Nurses who have a disagreement as to the interpretation or application of this  
28 Memorandum of Understanding are encouraged to attempt to resolve the disagreement  
29 on an informal basis with their immediate supervisor. If the matter cannot be resolved to  
30 the nurse's satisfaction, it may be processed in accordance with the Article 15, **Grievance**  
31 **Procedure**, of the Agreement.

32 FOR THE ASSOCIATION

FOR THE EMPLOYER

33 \_\_\_\_\_  
34 Beverly Hall  
35 Staff Specialist

\_\_\_\_\_   
Harry Carlson /s/  
Labor Relations Representative



## **APPENDIX O - AGREEMENT REGARDING MANDATORY OVERTIME**

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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

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	<u>Title</u>	<u>Page</u>
1.	2002 Willmar RTC 12 Hour Agreement	<del>130</del> <u>21</u>
<del>23.</del>	2006 St. Cloud Advance Practice Hours of Work	<del>132</del> <u>23</u>
<del>34.</del>	2007 Community Support Services Hours of Work	<del>134</del> <u>25</u>
<del>45.</del>	2007 CBHH Hours of Work	<del>136</del> <u>27</u>
<del>56.</del>	2009 9 and 10 Hour Schedules	<del>141</del> <u>32</u>
<del>67.</del>	2017 DHS DCT Recruitment and Retention Incentives MOU	<del>144</del> <u>39</u>

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 20<sup>th</sup> 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 be 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 their 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 be cancelled with a 30-day notice by either party.

For the Association:

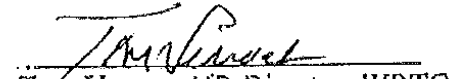
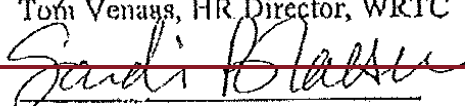
Bev Hall, Business Rep, MNA

For the Employer:

Tom Venaus, HR Director, WRTC

Sandi Blaeser, Labor Relations Rep  
DOER

  
Bev Hall, Business Rep, MNA

  
Tom Venaus, 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 11<sup>th</sup> 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.

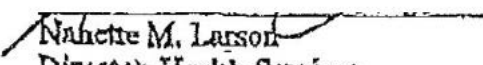
Article 7, Section 4 and Article 8, Section 5 of the Agreement shall be supplemented and/or modified as follows:


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.

  
Nahette M. Larson  
Director, Health Services

  
Bev Hall  
MNA Business Agent


  
Connie Jones  
DOC Labor Relations Manager

  
Trina Chernos  
DOER Labor Relations Rep., Principal

  
Nahette M. Larson  
Director, Health Services

  
Bev Hall  
MNA Business Agent

  
Connie Jones  
DOC Labor Relations Manager

  
Trina Chernos  
DOER Labor Relations Rep., Principal

## 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,

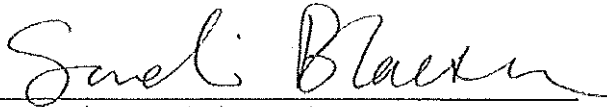
1. The parties agree to this Memorandum of Understanding is a supplement to the MNA contract for Registered Nurses in Community Support Services.
2. The parties agree this Memorandum of Understanding is grievable and arbitrable as indicated in Article 1, Preamble, and Article 16, Grievance Procedure.
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

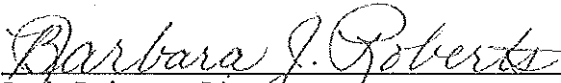
\_\_\_\_\_  
Barb Roberts, Director  
Community Support Services



\_\_\_\_\_  
Sandi Blaeser, Labor Relations Representative Principal  
Department of Employee Relations



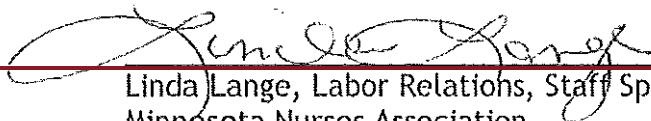
\_\_\_\_\_  
Corinne Fowler, Personnel Services Manager  
Department of Human Services



\_\_\_\_\_  
Barb Roberts, Director  
Community Support Services

**MINNESOTA NURSES ASSOCIATION**

\_\_\_\_\_  
Linda Lange, Labor Relations, Staff Specialist  
Minnesota Nurses Association



\_\_\_\_\_  
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 14<sup>th</sup> 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 be 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
<b>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:</b>			
<b>For a pay period containing one (1) Holiday</b>			
➤ less than 4.5 hours worked	0	0	0
➤ at least 4.5 but less than 13.5	1	1.125	1.25
➤ at least 13.5 but less than 22.5	2	2.25	2.5
➤ at least 22.5 but less than 31.5	3	3.375	3.75
➤ at least 31.5 but less than 40.5	4	4.5	5
➤ at least 40.5 but less than 49.5	5	5.625	6.25
➤ at least 49.5 but less than 58.5	6	6.75	7.5
➤ at least 58.5 but less than 67.5	7	7.875	8.75
➤ at least 67.5 hours worked	8	9	10
<b>For a pay period containing Two (2) Holidays</b>			
➤ 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
<b>For a pay period containing Three (3) Holidays</b>			
➤ 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

MINNESOTA NURSES ASSOCIATION

\_\_\_\_\_  
Paul Larson  
Deputy Commissioner Employee Relations  
Department of Employee Relations

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Linda Lange  
Labor Relations Specialist

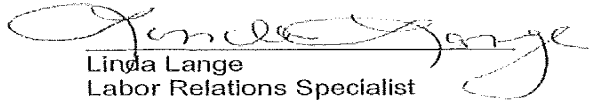
\_\_\_\_\_  
Corinne Fowler, Personnel Services Manager  
Department of Human Services

\_\_\_\_\_  
Pamela Bajari, R.N.  
Residential Program Services Director  
Department of Human Services

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Paul Larson  
Deputy Commissioner Employee Relations  
Department of Employee Relations

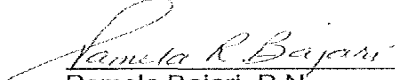


\_\_\_\_\_  
Linda Lange  
Labor Relations Specialist

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Corinne Fowler, Personnel Services Manager  
Department of Human Services



\_\_\_\_\_  
Pamela Bajari, R.N.  
Residential Program Services Director  
Department of Human Services

**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.

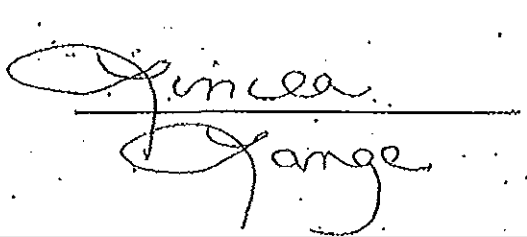
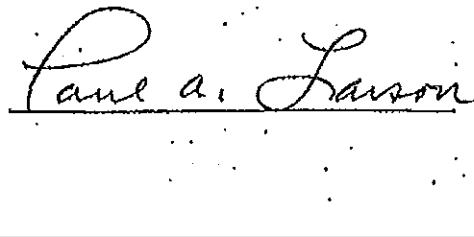
9. This Agreement will be published in the Appendixes of the 2009-2011 Contact Agreement between the parties and is subject to the Contract Agreement's provisions for grievance processing and arbitration.

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
<b>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:</b>			
For a pay period containing one (1) Holiday			
➤ less than 4.5 hours worked	0	0	0
➤ at least 4.5 but less than 13.5	1	1.125	1.25
➤ at least 13.5 but less than 22.5	2	2.25	2.5
➤ at least 22.5 but less than 31.5	3	3.375	3.75
➤ at least 31.5 but less than 40.5	4	4.5	5
➤ at least 40.5 but less than 49.5	5	5.625	6.25
➤ at least 49.5 but less than 58.5	6	6.75	7.5
➤ at least 58.5 but less than 67.5	7	7.875	8.75
➤ at least 67.5 hours worked	8	9	10
For a pay period containing Two (2) Holidays			
➤ less than 4 hours worked	0	0	0
➤ at least 4 but less than 12	1	1.125	1.25
➤ at least 12 but less than 20	2	2.25	2.5
➤ at least 20 but less than 28	3	3.375	3.75
➤ at least 28 but less than 36	4	4.5	5
➤ at least 36 but less than 44	5	5.625	6.25
➤ at least 44 but less than 52	6	6.75	7.5
➤ at least 52 but less than 60	7	7.875	8.75
➤ at least 60 hours worked	8	9	10
For a pay period containing Three (3) Holidays			
➤ at least 3.5 hours worked	0	0	0
➤ at least 3.5 but less than 10.5	1	1.125	1.25
➤ at least 10.5 but less than 17.5	2	2.25	2.5
➤ at least 17.5 but less than 24.5	3	3.375	3.75
➤ at least 24.5 but less than 31.5	4	4.5	5

	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  
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 16 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

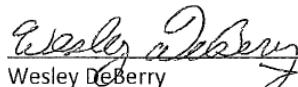
\_\_\_\_\_  
Wesley DeBerry  
MNA Labor Relation Specialist

FOR THE EMPLOYER

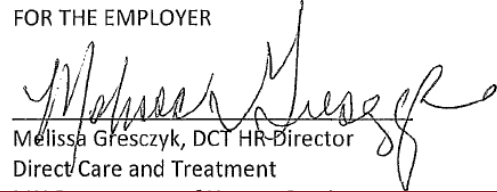
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Melissa Gresczyk, DCT HR-Director  
Direct Care and Treatment  
MN Department of Human Services

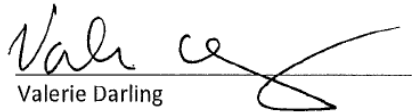
\_\_\_\_\_  
Valerie Darling  
Labor Relations Consultant 4  
MN Management and Budget

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

  
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