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HEALTH CARE PROFESSIONAL AGREEMENT

UNIT 5

BETWEEN THE

MINNESOTA NURSES ASSOCIATION

AND THE

STATE OF MINNESOTA

1983 - 1985 BIENNIUM

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AGREEMENT
BETWEEN THE
STATE OF MINNESOTA
AND THE
MINNESOTA NURSES ASSOCIATION

July 1, 1983 through June 30, 1985

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ARTICLE 1

PREAMBLE

This Agreement is made and entered into this 8th day of November, 1983, by and between the Minnesota Department of Employee Relations on behalf of the State of Minnesota and its Appointing Authorities, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses Association, hereinafter referred to as the ASSOCIATION. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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

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

ARTICLE 2

RECOGNITION

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

Section 2. Disputes. Assignment of newly created classes to the bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with Minnesota Statutes 179.71, Subd. (j).

ARTICLE 3

ASSOCIATION SECURITY

Section 1. Check Off. The Appointing Authority shall deduct the bi-weekly Association membership dues from the earnings of those nurses who authorize such deduction in writing. The Association shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the pay period for which the deductions are to be effective and the deductions shall continue in effect until cancelled by the nurse through the Association.

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

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

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

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

ARTICLE 4

HOURS OF WORK AND OVERTIME

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

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

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

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

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

Section 4. Continuous Schedules. Nurses working where seven (7) day week schedules are in effect shall be governed by the following:

A. There shall be no split shifts.

- B. Normally, no nurse shall be scheduled for a combination of more than two (2) shifts during three (3) payroll periods.
- C. Normally nurses shall be scheduled to work no more than seven (7) consecutive calendar days, and nurses normally shall be scheduled for two (2) consecutive days off.
- D. Every reasonable effort shall be made by the Appointing Authority to establish work schedules that will provide nurses every other weekend off.

Nurses other than intermittent nurses in continuous operations whose schedules are changed within the second seven (7) calendar days of the 14-day posting period shall receive time and one-half in accordance with Sections 6 and 7 for those hours worked before or after the previously scheduled hours and on a previously scheduled day of rest. Part-time nurses in continuous operations whose established work day is less than eight (8) hours, whose schedules are changed within the second seven (7) days of the 14 day posting period shall receive time and one-half in accordance with Section 6 and 7 for those hours worked on a previously scheduled day of rest or for those hours assigned and worked beyond the normal work day.

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

Section 5. Overtime Rates.

- A. Nurses working in continuous operation having nurses scheduled for at least two (2) work shifts per day shall receive overtime at the rate of time and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of the normal work day and normal work period as defined in Section 1 of this article.
- B. Nurses working in non-continuous operations shall receive overtime at a straight time rate when assigned to a project that is in addition to their normal duties or normal work load.
- C. Continuous Operations. Any nurse or group of nurses engaged in an operation for which there is regularly scheduled employment on a 24 hour a day, 7 day a week basis shall be known as continuous operation employees.
- D. Non-Continuous. All other nurses shall be considered as non-continuous employees.

Section 6. Overtime Rates. Nurses working in continuous operations of at least two (2) work shifts per day shall receive overtime at the rate of time and one-half (1½) times the regular rate of pay for all hours worked in excess of the normal work day and normal work period as defined in Article 4, Section 1. All other nurses working in non-continuous operations shall receive overtime at a straight time rate when assigned to a project that is in addition to their normal duties or normal work load.

Section 7. Compensatory Bank. Overtime remuneration at the appropriate rate may be made in either cash or compensatory time off or a combination of both at the discretion of the Appointing Authority giving due regard to the desires of the nurse. The Appointing Authority may establish a compensatory bank of not more than forty (40) hours. All overtime hours worked over the established maximum hour limit shall be compensated in cash at the hourly rate of pay that the nurse is earning.

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

Section 8. Work Schedules. Work schedules showing the shifts, days, and hours of all nurses shall be posted at least fourteen (14) calendar days in advance of their effective day of work. The supervisor and a nurse may mutually agree to reschedule days, shifts or hours of work. In addition, nurses may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor.

Section 9. On-Call. A nurse shall be in an on-call status if the nurse's supervisor has instructed the nurse, in writing, to remain available to work during an off duty period. A nurse who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

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

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

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

Section 10. Duplication of Payment. Overtime hours worked shall not be paid more than once for the same hours worked under any provisions of this Agreement.

ARTICLE 5

HEALTH AND SAFETY

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

Section 2. Accident Report. All nurses who are injured during the course of their employment shall file an accident report no matter how slight the injury, with the designated supervisor, prior to the conclusion of the nurse's work day. While the initial report may be given orally, it must be followed up promptly with a written report on the First Report of Injury form. The nurse may submit a copy of the injury report or ask the supervisor or Personnel Director to submit a copy of it to the Association.

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

ARTICLE 6

HOLIDAYS

Section 1. Eligibility. All nurses except intermittent nurses, emergency nurses, and temporary nurses shall be eligible nurses for purposes of this Article. However, intermittent nurses shall become eligible nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period.

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

New Year's Day	*Veteran's Day
*President's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

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

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

Except for nurses working where seven (7) day a week schedules are in effect, when any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and when any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Where seven (7) day a week schedules are in effect the actual holiday shall be observed as the holiday for nurses working within such schedules.

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

Section 3. Holidays on Day Off. When any of the above holidays fall on a nurse's regularly scheduled day off, the nurse's scheduled work day either before or after the holiday, at the option of the Appointing Authority, shall be scheduled as a holiday for that nurse, unless other arrangements are agreed to between the Appointing Authority and the nurse. If other arrangements are agreed to this holiday must be taken prior to the expiration of ninety (90) calendar days immediately following the original holiday date. If the holiday is not taken within such ninety (90) day period, the holiday shall be paid.

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

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

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

Section 6. Work on a Holiday. Any nurse who works on a holiday shall, at the discretion of the Appointing Authority, either be:

1. Paid in cash at the nurse's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 5 above; or,
2. Paid in cash at the nurse's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 5 above. Such alternate holiday shall be granted and must be taken within ninety (90) calendar days immediately following the holiday worked. Such alternate holiday selection shall be made by the Appointing Authority giving due regard to the desires of the nurse.

If the nurse is required to work on her/his scheduled floating holiday, the floating holiday shall be rescheduled subject to the limitations provided in Section 2 above.

Section 7. Maximum Number of Holidays. The maximum number of holidays for each eligible nurse is ten (10) holidays per fiscal year as in Section 2 of this Agreement.

Section 8. Religious Holidays. When a religious holiday, not observed as a holiday, provided in Section 2 above, falls on a nurse's regularly scheduled work day, the nurse shall be entitled to that day off to observe the religious holiday. Such time off to observe religious holidays shall be taken without pay except where the nurse has sufficient accumulated vacation leave or, by mutual consent, is able to make the time up. Nurses shall notify the Appointing Authority at least twenty-one (21) working days prior to the leave.

ARTICLE 7

VACATION LEAVE

Section 1. Eligibility. All nurses except intermittent nurses, emergency nurses, and temporary nurses shall be eligible for purposes of this Article. However, intermittent nurses shall become eligible nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period.

Section 2. Allowances. Effective July 1, 1983, all eligible nurses shall accrue vacation pay according to the following rates:

<u>LENGTH OF SERVICE REQUIREMENT</u>	<u>VACATION ACCRUAL RATE PER FULL PAYROLL PERIOD</u>
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 20 years	7½ working hours
After 20 through 25 years	8 working hours
After 25 through 30 years	8½ working hours
After 30 years	9 working hours

Eligible nurses being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accordance with the schedule set forth in Appendix B.

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

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

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

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

Nurses may accumulate unused vacation leave to a maximum of two hundred sixty (260) hours.

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

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

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

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

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

Nurses shall begin earning vacation leave on their first day in pay status as an eligible employee. However, intermittent nurses shall begin earning vacation leave after completing sixty-seven (67) days of employment. After completion of six months in a position, employees are eligible for and may use vacation leave up to and including the amount earned provided approval is obtained from the supervisor, except a nurse who is separated before the six (6) months of employee eligible service shall not be entitled to any vacation or pay in lieu thereof.

Each Appointing Authority shall keep a current record of nurse vacation accruals which shall be made available to such nurse upon request.

Section 3. Vacation Period. Every reasonable effort shall be made by the Appointing Authority to schedule nurses vacation at a time agreeable to the nurse insofar as adequate scheduling permits. If it is necessary to limit the number of nurses within a classification on vacation at the same time, and in the event there is a conflict among nurses over vacation periods which is not resolved by mutual agreement between the nurses, vacation schedules shall be established on the basis of the nurse making the earliest request for the vacation time. If the requests are made on the same day or during the same established sign up period, the requested vacation shall be granted to the nurse having the greater classification seniority in the work unit.

Whenever practicable, nurses shall submit written requests for vacation at least (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority.

When advance written requests are impractical, nurses shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond in writing to all vacation requests and shall answer all written requests in writing within fourteen (14) calendar days after such request is made.

Once the vacation has been approved, it shall not be rescinded except during an emergency.

Section 4. Vacation Charges. Nurses who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than $\frac{1}{2}$ hour except to permit use of lesser fractions that have been accrued.

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

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

Section 5. Vacation Rights. An eligible nurse who transfers or is transferred from another Appointing Authority without an interruption in service shall carry forward accrued and unused vacation leave, or shall be entitled upon such transfer to pay for any unused portion of the annual leave allowance. A nurse who is on permanent layoff or who is separated from state service by resignation in good standing, discharge, retirement, or death shall be compensated in cash at the nurse's then current rate of pay, for all vacation leave to the nurse's credit at the time of separation.

ARTICLE 8

SICK LEAVE

Section 1. Eligibility. All nurses except for intermittent nurses, emergency nurses, and temporary nurses shall be eligible nurses for purposes of this Article. However, intermittent nurses shall become eligible nurses for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period.

Section 2. Sick Leave Accrual. All eligible nurses shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire until nine hundred (900) hours have been accrued. After nine hundred (900) hours have been accrued and maintained, nurses shall then accrue sick leave at the rate of two (2) hours per pay period.

Eligible nurses being paid for less than a full eighty (80) hour payroll period shall have their sick leave accrual pro-rated in accordance with the schedule set forth in Appendix C.

An eligible nurse who is reinstated or reappointed to state service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the nurse's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

An eligible nurse reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, have his/her accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this agreement.

However, a nurse who has received severance pay shall have his/her sick leave balance restored at sixty (60) percent of the nurse's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus seventy-five (75) percent of the nurse's accumulated but unused sick leave bank.

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

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

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

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

The Appointing Authority shall keep a current record of sick leave earnings and accrual which shall be made available to nurses upon request.

Section 3. Usage. A nurse shall be granted sick leave with pay to the extent of the nurse's accumulation for absences necessitated by illness, or disability; by a necessity for medical, chiropractic, or dental care; or by exposure to contagious disease which endangers the health of other employees, clients, or the public; or by illness of a spouse, minor or dependent children, or parent living in the same household of the nurse, for such reasonable periods as his/her attendance may be necessary. A pregnant nurse may also use sick leave during the period of time that her doctor or midwife certifies that she is unable to work because of the pregnancy. Leave to arrange for necessary nursing care for members of the family or birth or adoption of a child shall be limited to not more than three (3) days.

Nurses using sick leave under this Article shall have such sick leave first deducted from the nine hundred (900) hours accumulation. Nurses having used sick leave and who fall below the nine hundred (900) hours accumulation shall again accrue sick leave at four (4) hours per payroll period until the accumulation again reaches nine hundred (900) hours.

Sick leave hours shall not be used during the payroll period in which the hours are accrued.

Nurses using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of an Appointing Authority if the Appointing Authority believes that the nurse has abused or is abusing sick leave. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the nurse is not fit to work or has been exposed to a contagious disease which endangers the health of other employees, clients, or the public. Such statement shall indicate the nature and the expected duration of the illness or disability.

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

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

Section 4. Requests. Whenever practical, nurses shall submit written requests for sick leave to the Appointing Authority in advance of the period of absence. When advance notice is not possible, nurses shall notify their supervisor by telephone or other means at the earliest opportunity.

Section 5. Sick Leave Charges. A nurse using sick leave shall be charged for only the number of hours the nurse was scheduled to work during the period of the nurse's sick leave. In no instance shall sick leave be granted for periods of less than one-half ($\frac{1}{2}$) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.

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

Section 6. Severance Pay. All nurses who have accrued twenty (20) years or more continuous state service shall receive severance pay upon any separation from State service. Nurses with less than twenty (20) years continuous state service shall receive severance pay upon mandatory retirement or retirement at or after age sixty-five (65); death; or layoff, except for seasonal layoffs. Nurses who retire from state service after ten (10) years of continuous state service and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Severance pay shall be equal to forty (40) percent of the nurse's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the nurse's accumulated but unused sick leave bank, times the nurse's regular rate of pay at the time of separation.

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

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

ARTICLE 9

INJURED ON DUTY

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

Section 2. Workers Compensation Leave. Nurses absent from duty as a result of an injury or illness for which a claim for workers compensation is made may elect to use accumulated vacation or sick leave or both during a period of absence pending an award of workers compensation benefits. Nurses incurring an on-the-job injury shall be paid their regular rate of pay for the remainder of the work shift. Any necessary deductions from accrued sick leave for nurses so injured shall not commence until the first scheduled workday following the injury. Such leave may be used on the following basis.

- A. Nurses may elect to return the workers compensation benefit check to the state and receive an adjustment to sick leave or vacation accruals or both in proportion to the amount of compensation received and in the order in which either sick leave or vacation leave or both was originally taken; or
- B. Nurses may elect to retain the workers compensation benefit check and to receive sick leave and vacation leave accruals in an amount which will total their regular gross pay for the period of time involved.

In either case, the total rate of compensation may not exceed the regular compensation of the nurse.

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

ARTICLE 10

LEAVES OF ABSENCE

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

Authorization for or denial of a leave of absence shall be furnished to the nurse.

Section 2. Paid Leaves of Absence.

- A. Bereavement Leave. The use of a reasonable period of sick leave shall be granted in cases of death of the spouse or parents of the spouse, or the parents, grandparents, guardian, children, brothers, sisters, or wards of the nurse.
- B. Court Appearance Leave. Leave shall be granted for appearances before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job-related purposes other than those instituted by the nurse or the exclusive representative. Leave shall also be granted for attendance in court in connection with a nurse's official duty, which shall include any necessary travel time. Such nurse shall be paid the nurse's regular rate of pay but shall remit to her/his Appointing Authority the amount received, exclusive of expenses, for serving as a witness.
- C. Jury Duty Leave. Leave shall be granted for service upon a jury. Nurse's shall receive their regular rate of pay but shall remit to their Appointing Authority the amount received for jury duty exclusive of expenses. Nurses whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not actually serving on a jury and only on call, the nurse shall report to work.
- D. Military Leave. Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or the State of Minnesota during the period of such activity.
- E. Voting Time Leave. Any nurse who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the nurse has made prior arrangements for such absence with his/her immediate supervisor.

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

Section 3. Unpaid Leaves of Absence.

- A. Disability Leave. Leave of absence up to a cumulative total of one (1) year shall be granted to any permanent nurse who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the nurse, such leave may be extended.
- B. Employer-Initiated Disability Leave. If the Appointing Authority has reasonable cause to believe that a nurse is unfit or unable to perform the duties of his/her position as a result of disability, illness or injury, the nurse may be placed on a leave of absence for a period not to exceed one (1) year in duration.

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

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

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

- C. Maternity/Paternity or Adoption Leave. A Maternity/Paternity or Adoption leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the nurse and shall continue up to six (6) months. However, such leave may be extended up to a maximum of one (1) year by mutual consent between the nurse and the Appointing Authority. Maternity/Paternity or Adoption leave shall be granted to all employees who request same except that if both parents are employed by the State of Minnesota only one or the other shall be granted the leave. Maternity/ Paternity leave shall not be considered the same as disability leave, and it shall continue up to six (6) consecutive months, and shall be reduced by any paid or unpaid leave of absence.
- D. Military Leave. Leave shall be granted to a nurse who enters into active military service in the armed forces of the United States for the period of Military service, not to exceed four (4) years.
- E. Personal Leave. Leave may be granted to any nurse, upon request, for personal reasons.
- F. Association Leave. Upon the written request of the Association, nurses who are elected or appointed by the Association to serve on an Association Negotiating Team shall be granted reasonable time off for such purposes. Association Representatives or other nurses who may be elected or appointed by the Association to perform certain duties for the exclusive representative on a daily basis, shall be granted such time off on a daily basis provided, the granting of such time off does not adversely affect the operations of the nurse's work unit.

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

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

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

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

Section 4. Return from Leave. Nurses returning from leave shall return to a position in their same classification, option, if any, and seniority unit. Nurses returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Nurses may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Leaves of absence, or extensions of such leave, which are subject to the discretionary authority of the Appointing Authority may be cancelled by an Appointing Authority upon reasonable written notice to the nurse.

ARTICLE 11

VACANCIES, FILLING OF POSITIONS

Section 1. Job Postings. Whenever an unlimited classified position becomes vacant within the seniority unit and the Appointing Authority determines that such vacancy is to be filled, the Appointing Authority shall post a general description of such vacancy listing the usual shift, usual location, employment condition, and requirements of the position on appropriate bulletin boards in the seniority unit where the vacancy exists for a minimum of ten (10) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority.

Section 2. Written Memo of Intent. Nurses may indicate an interest in the filling of such vacancy by submitting a written memo of intent to the Appointing Authority on or before the expiration date of the posting. Any nurse working under that Appointing Authority may submit such written memo which shall be considered. A nurse who is not selected to fill the vacancy shall be notified in writing of the reason(s) if the nurse so requests. If the vacancy is not filled by a nurse who showed interest, then it shall be filled in accordance with Section 3.

Section 3. Filling Positions. Whenever the Appointing Authority determines that a vacancy shall be filled from an eligible list or reinstatement, and a seniority unit layoff list as defined in Article 12, Section 6A exists, vacancies shall be filled by recall from the seniority unit layoff list. In the absence of a seniority unit layoff list, the Appointing Authority shall fill vacancies from among those qualified nurses on the bargaining unit layoff list. In the absence of both layoff lists, the Appointing Authority may fill vacancies in accordance with provisions of Minnesota Statutes.

The Appointing Authority agrees that nurses hired be given a letter of appointment stating their employment condition (full-time, part-time, intermittent, or temporary) and initial work schedule prior to commencing employment.

Section 4. Transfers Between Appointing Authorities. Nurses working under one Appointing Authority may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which the nurse wishes to transfer.

Section 5. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, the position shall be considered vacant under the provisions of this Article and filled in accordance with Sections 1 through 3.

Section 6. Effects of Reallocation on the Filling of Positions. When the allocation of a position is changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in the position, such situation shall be deemed a reallocation and not considered a vacancy under the provisions of this Article. The incumbent nurse of a reallocated position shall be appointed to that position provided the incumbent possesses any licensure, certification or registration required for the class to which the position has been reallocated.

When the incumbent nurse does not possess the required licensure, certification or registration, the nurse shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority of the nurse's failure to qualify. The position shall then be considered vacant under the provisions of this Article and may be filled in accordance with Sections 1 through 3. If the incumbent is ineligible to continue in the position and is not transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

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

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

Section 7. Classification Decisions. The decisions of the Commissioner of Employee Relations pursuant to Sections 5 and 6 shall not be subject to the grievance and arbitration provision of this Agreement. Nurses may appeal the decision under Minnesota Statutes and Administrative Procedures of the Department of Employee Relations.

Section 8. Probationary Period Duration. If the Appointing Authority requires a probationary period under Minnesota Statutes 43A.16, the nurse shall serve a probationary period of 1044 working hours. For purposes of this Article, working hours shall include hours actually worked, excluding overtime, except that working hours shall include overtime hours if the nurse is required to liquidate the overtime in compensatory time off. Working hours shall also include paid holidays and paid leave taken in increments of less than the nurse's normal work day.

The probationary period shall exclude any time served in emergency, provisional, temporary or unclassified appointments.

Where practicable, a nurse serving an initial probationary period will receive a performance evaluation by the Appointing Authority at approximately the midpoint of the probationary period (3 months) and at five months. This evaluation shall include a plan of action based on performance indicators contained in the position description and shall include coaching to achieve these performance indicators.

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

ARTICLE 12

LAYOFF AND RECALL

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

- A. Classification Seniority. "Classification Seniority" is defined as the length of continuous employment since the date of the nurse's initial probationary appointment to the classification within the bargaining unit and the department.
- B. Departmental Seniority. "Departmental Seniority" is defined as the nurse's length of continuous employment within a State department since the last date of entry into the State department.
- C. Bargaining Unit Seniority. "Bargaining Unit Seniority" is defined as the nurse's length of continuous employment within the Bargaining Unit since the last date of entry into the Bargaining Unit.
- D. State Seniority. "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire.
- E. Continuous Employment. "Continuous Employment" shall commence on the date a nurse begins to serve a probationary period.

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

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

Continuous employment shall include time on layoff.

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

Notwithstanding the above, seniority for nurses from Rochester State Hospital or any other state hospital/nursing home closed during the duration of this agreement who accept a new position in another department within the bargaining unit with no break in service shall include the continuous employment gained at Rochester State Hospital or the other closed state hospital/nursing home as though the continuous employment was earned in the new department.

For this Article only, continuous employment shall not be interrupted by resignation when the resignation was a forced resignation due to pregnancy, provided that the nurse returned to state service under the same Appointing Authority within one (1) year of the resignation, or the nurse returned to state service within one (1) year under a different Appointing Authority and the nurse subsequently returned to the Appointing Authority who employed her at the time of the resignation. Nurses whose continuous employment may be corrected as provided above shall have until December 31, 1981 to notify the Appointing Authority that a forced resignation due to pregnancy had taken place. The Appointing Authority shall inform nurses of this provision by posting a notice on the official bulletin board within a reasonable period of time after the effective date of this Agreement, or through such procedures as are otherwise agreed to between the Association and the Appointing Authority.

Any resulting changes in seniority shall be effective fifteen (15) days after notice is given by the nurse.

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

The Local Association Representative shall have thirty (30) calendar days from the date of the posting to notify the local Personnel Director of any disagreements over the seniority rosters. Beginning with the March, 1982 posting, appeals are limited to changes since the previous posting.

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

Section 4. Layoff Procedures. In the event a layoff in the classified service of seniority unit nurses becomes necessary, the Appointing Authority shall designate the position in the class or class option, if one exists. Layoffs shall be within employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent), and seniority unit. If there is a vacancy in the same class, option if any, seniority unit, and employment condition as the position to be eliminated, the Appointing Authority may reassign the nurse holding the position to be eliminated to that vacancy.

If there is no such vacancy, the Appointing Authority shall notify the nurse occupying the position that she/he is about to be laid off at least fourteen (14) calendar days prior to the effective date of the layoff. The Appointing Authority shall notify the Association as far in advance as practicable but not later than fourteen (14) calendar days prior to the effective date of the layoff.

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

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

Instead of options 1-3, the nurse may accept an offer of employment to a vacancy in an equal or lower class for which the nurse is determined by the Employer to be qualified.

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

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

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

Section 5. Voluntary Leaves in Lieu of Lay-Off. At the discretion of the Appointing Authority, any full time or part-time nurse in a seniority unit, in which layoff is pending, may voluntarily request and may be granted a full-time or part-time leave of absence without pay of up to a total of six (6) months per nurse per fiscal year. Vacation, sick leave and insurance benefits shall not be affected by such leaves. Such leaves are subject to the provisions of Article Ten (10), (Leaves of Absence).

Section 6. Out-of-Order Seniority Layoff. Upon the request of a more senior nurse and approval of the Appointing Authority, a more senior nurse may be laid off out of seniority order.

Section 7. Affirmative Action Layoff. In accomplishing a layoff pursuant to Article 12, the Appointing Authority may deviate from the seniority provisions of this Article, whenever such layoffs would increase existing disparities or result in a disparity in accordance with affirmative action goals for those individuals and protected classes who have been historically disadvantaged because of systematic discrimination.

Section 8. Layoff Lists and Reemployment List.

- A. Seniority Unit Layoff List. The name(s) of nurse(s) who has/have been laid off or demoted in lieu of layoff shall be placed on a seniority unit layoff list for the specific classification, option if any, seniority unit and employment condition from which the nurse was laid off. Such name(s) shall be placed on the list in order of seniority. The nurse's name shall remain on the layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous employment in the class and department unit to a maximum of three (3) years.
- B. Bargaining Unit Layoff List. The name(s) of such nurse(s) shall also be placed on a bargaining unit layoff list for the class, option if any, bargaining unit, and employment condition from which the nurse was laid off. Such names shall be placed on the list in order of the length of continuous employment in the class in the state service. The nurse's name shall remain on the bargaining unit layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous employment in the class and state service to a maximum of three (3) years.

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

- C. Reemployment List. At the time of layoff and upon the request of the laid off nurse, his/her name shall be placed on the reemployment list for any lower or equal bargaining unit classes in which the nurse possessed permanent or probationary status prior to layoff and for geographical locations and employment conditions for which she/he would accept employment. The nurse's name shall remain on the reemployment list for a maximum of three (3) years. The nurse may change his/her availability by notifying the Department of Employee Relations.

Section 9. Recall.

- A. Nurses shall be recalled from layoff in the order in which their names appear on the seniority unit layoff list or bargaining unit layoff list.
- B. Failure to accept employment in the class, option if any, seniority unit, and employment condition from which the nurse was laid off will result in removal of the nurse's name from the seniority unit layoff list. However, in the Department of Health, failure to accept employment in the same district, class, option if any, and employment condition from which the nurse was laid off will result in removal of the nurse's name from the seniority unit layoff list.

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

- C. When a nurse is recalled from either layoff list, the nurse's name shall be removed from both layoff lists. In the event that a nurse is recalled to a seniority unit other than the one from which she/he was laid off, and the nurse does not successfully complete the probationary period, such nurse's name shall be restored to the original seniority unit layoff list for the remainder of the time period originally provided in Section 6A.
- D. The Appointing Authority shall notify the nurse of recall in writing by personal service or certified mail (return receipt requested) at least fifteen (15) calendar days prior to the reporting date. The nurse shall notify the Appointing Authority in writing by personal service or certified mail within ten (10) calendar days of the date of mailing of the nurse's intent to return to work and the nurse shall report for work on the reporting date unless other arrangements are made. The nurse shall be responsible for keeping the Department of Employee Relations informed of his/her current address and availability.

ARTICLE 13

PERSONNEL FILES

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

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

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

Upon request of the nurse, a written reprimand or a written record of a suspension of ten (10) days or less shall be removed from the nurse's personnel file provided that no further disciplinary action has been taken against the nurse for a period of two (2) years following the date of a written reprimand or three (3) years following the effective date of the suspension. At the discretion of the Appointing Authority, a suspension of greater than ten (10) days may be removed upon request of the nurse.

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

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

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

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

ARTICLE 14

TERMINATION OF EMPLOYMENT DISCIPLINARY ACTIONS

Section 1. Resignation. A nurse shall give the Appointing Authority two (2) weeks written notice to resign in good standing; and, unless the resignation is because of illness, family emergency or other unavoidable reasons, a nurse shall give the Appointing Authority at least thirty (30) 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. Upon request, a nurse shall be entitled to Association representation during an investigation that may lead to disciplinary action of that nurse.
- B. Discharge. If the Appointing Authority determines there is just cause for discharge, the permanent nurse shall be suspended for five (5) working days without pay before the date of the discharge.
- C. Demotion. If the Appointing Authority determines there is just cause for demotion, the permanent nurse, shall be notified five (5) working days before the demotion.

D. Notification. A nurse who is suspended, demoted, and/or discharged shall be notified in writing of the reasons therefor. Such notice shall also be provided to the Association and the Association Local Representative at the same time, if practicable, as the notice is provided to the nurse.

Section 3. Probationary Nurses. A nurse on probation who is not certified shall be given written reasons for his/her non-certification.

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

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

ARTICLE 15

GRIEVANCE PROCEDURE

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

Step 1: Within fourteen (14) calendar days after the grievant, through the use of reasonable diligence, should have knowledge of the event giving rise to the grievance, the Association Representative shall arrange a meeting with the grievant's immediate supervisor with or without the grievant to resolve the grievance. The immediate supervisor's response to the grievance shall be given to the Association Representative within seven (7) calendar days of said meeting.

Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this procedure, the Association may within seven (7) calendar days after, the immediate supervisor's response is given or due, whichever comes first, at Step 1, present the grievance in writing to the Employer Representative at the next level of supervision who has been designated by the facility to process grievances. The written grievance shall state the nature of the grievance, the facts upon which it is based, the provision(s) of this Agreement allegedly violated, and the relief requested.

Within seven (7) calendar days after the Employer's Representative receives the written grievance, the Employer's Representative shall arrange a meeting with the Association Representative to resolve the grievance. The Employer Representative shall respond to the grievance in writing within seven (7) calendar days of the meeting.

Step 3: If the grievance is not resolved to the satisfaction of the Association at Step 2 of this procedure, the Association may within seven (7) calendar days after the date on which the Employer Representative's written response is given or due, whichever comes first, present the grievance in writing to the Appointing Authority or its designated representative. The Appointing Authority or its designated representative shall, within seven (7) calendar days after receiving the written grievance, arrange a meeting with the Association Representative to resolve the grievance. The Appointing Authority or its representative shall respond in writing to the Association Representative within seven (7) calendar days after the meeting.

Step 4: If the grievance still remains unresolved the Association may within ten (10) calendar days after the response of the Appointing Authority or his/her designee is due, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by a three member Board of Arbitration composed of one (1) representative of the Association, one (1) representative of the Employer, and one (1) neutral member. The neutral member shall be selected by the parties within seven (7) calendar day period after notice is given. If the parties fail to agree on the neutral member within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators. Each party shall have the right to alternately strike two (2) names from the list. If the parties fail to agree as to which party shall strike the first name, the decision shall be made by the flip of a coin.

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

Section 2. Arbitrator's Authority.

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

- B. The fee and expenses for the neutral member of the Board of Arbitration (or arbitrator) services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings; it may cause such a record to be made, providing it pays for the record.
- C. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step.

Section 3. Processing Grievances. The processing of grievances shall normally be accomplished by the Association Representative and the grieving nurse during day shift working hours while on the facility's premises. The Association Representative and the grieving nurse shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from her/his immediate supervisor, which shall not be unreasonably withheld.

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

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

Section 4. Disclosure. Prior to any arbitration hearing, the Employer and the Association, upon written demand, shall make full disclosure of the names and addresses of all witnesses that either side may call to testify, and shall permit the inspection and copying (with expenses paid by the requesting party) of all documents and physical evidence which may be used at such hearing.

ARTICLE 16

WAGES

Section 1. Salary Ranges. The salary ranges for classifications covered by this Agreement shall be those contained in the Minnesota Registered Nurses Salary Schedule - Bargaining Unit 5 (Appendix D).

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

Section 2. Conversion. Effective July 1, 1983, each nurse shall be assigned to the same relative salary step within the salary range for their respective classification, as specified in Appendix D, except as hereafter set forth.

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

The implementation of general salary adjustment on July 1, 1984, shall be by movement to the same relative step to which the employee is assigned the day prior to the effective date of the adjustment.

Section 3. Appointment above the Minimum on Entry into State Service. At the discretion of the Appointing Authority, the starting salary of a nurse appointed to a position covered by this Agreement may be fixed at any step of the assigned salary range. The decision to exceed the minimum step of the salary range shall be based upon the Employer's assessment of the applicant's education and other qualifications. The minimum entry salary for a nurse possessing a Baccalaureate degree in nursing or a related field as determined by the Appointing Authority shall be step 2 of the assigned salary range.

Section 4. Progression. All increases authorized by this Section shall be effective at the start of the pay period nearest to the anniversary date.

Nurses in classes in this schedule may receive a one-step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided satisfactory performance is indicated by their Appointing Authority. The position rate shall be as follows:

<u>NO. STEPS IN RANGE</u>	<u>POSITION RATE</u>
10	6th Step
9	5th Step
8	5th Step
7	4th Step
6	4th Step
5	4th Step
4	3rd Step
3	3rd Step

Beyond the position rate, nurses may receive one step satisfactory performance increases biennially on their anniversary date upon the recommendation of their Appointing Authority, up to and including the maximum salary rate for their class.

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

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

Section 5. Achievement Awards. In addition to the foregoing, nurses who have demonstrated outstanding performance may receive achievement awards in the amount of one (1) salary step, provided the nurse is not at or above the maximum salary rate for his/her class. If the nurse is at or above the maximum of the range, such achievement award shall be paid in a lump sum equal to 4% of the nurse's current annual salary not to exceed \$1,000. The number of achievement awards granted shall be limited each fiscal year to a maximum of thirty (35%) percent of the number of nurse positions in the seniority unit authorized at the beginning of that fiscal year, except that in seniority units of three (3) or fewer employees, the Appointing Authority may grant one achievement award in each seniority unit.

Section 6. Salary on Reemployment or Reinstatement. If a former nurse is reemployed or reinstated into a class in which that nurse was last employed by the State, the Appointing Authority may make an appointment at the same rate of pay the nurse had been receiving at the time of separation from State service, plus any automatic adjustments that may have been made since the nurse left the State service and/or the class.

Section 7. Salary on Transfer. A nurse who is transferred to a nurse position under another Appointing Authority shall receive the salary being paid before such transfer. In any case of transfer, no nurse shall receive a rate of pay below the minimum of the range for the class to which such nurse has been transferred.

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

Section 9. Salary on Voluntary Demotion. A nurse who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the position in which case the employee's salary shall be adjusted to the new maximum. However, a nurse may continue to receive a rate of pay in excess of the salary range maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

Section 10. Pay Equity Adjustments. The Employer shall implement pay equity adjustments as provided for in M.S. 43A.05, Subd. 5. These pay equity adjustments are included in the rates listed in Appendix D. Those classes receiving these adjustments and the amount of the adjustments are listed in Appendix G.

Section 11. Shift Differential. Effective July 1, 1981, the shift differential for nurses working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be thirty-seven cents (\$.37) per hour for all hours worked on that shift. Such shift differential shall be in addition to the nurse's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 12. Officer of the Day (OD) Differential. When a nurse is assigned in writing to perform the duties of Officer of the Day (OD) for an institution, that nurse shall receive OD pay in the amount of \$1.25/hour in lieu of shift differential.

Section 13. Work Out of Class. When a nurse is expressly assigned to perform all of the duties of a position allocated to a different classification that is temporarily unoccupied for reasons other than vacation or short periods of sick leave, and such assignment exceeds ten (10) consecutive work days in duration, the nurse will be paid for all such hours at the nurse's current salary when assigned to work in a lower class or equal class, or when assigned to work in a higher class, at a rate within the higher range which is equal to the minimum rate for the higher class or one (1) step higher than the nurse's current salary, whichever is greater.

Section 14. Salary Increase on Attainment of Baccalaureate Degree. Nurses attaining a Baccalaureate Degree in Nursing or a related field as determined by the Appointing Authority shall receive a one step salary increase within their current salary range up to the range maximum. Upon the effective date of this agreement, nurses who received a Baccalaureate after June 30, 1983 but prior to the effective date of the contract shall receive 60 calendar days to show proof of the degree and shall then receive the increase. It is understood by the parties that this provision shall not apply to nurses receiving a Baccalaureate Degree prior to July 1, 1983.

ARTICLE 17

INSURANCE

Section 1. Group Insurance. The Employer agrees to offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

Section 2. Eligible Employees. All nurses covered by this Agreement who: 1) are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months; or 2) are scheduled to work at least thirty (30) hours weekly for a twelve (12) consecutive month period shall be eligible to receive the benefits provided under this Article, except for emergency, temporary, or intermittent nurses; student workers hired after July 1, 1979, and interns; part-time or seasonal nurses serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal nurse in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal nurses who were receiving State group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive State group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977.

Effective October 5, 1983, the Employer will pay, at the employee's option, one-half ($\frac{1}{2}$) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following nurses and their dependents: nurses holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time.

Enrollment must be at the time of initial employment or during a period of open enrollment. Life insurance for nurses and dependents shall be available on the same terms as for comparable full-time employees.

Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment, re-employment, re-hire, or reinstatement with the State.

A nurse must be actively at work on the effective date of coverage except that a nurse who is on paid leave on the date State paid life insurance benefits increase shall also be entitled to the increased life insurance coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. This also applies to any optional coverages. In no event shall the dependents' coverage become effective before the nurse's coverage.

Benefits provided under this Article shall continue as long as a nurse meets these eligibility requirements and appears on a State payroll for at least one (1) working day during each payroll period or is off the State payroll due to a work related injury or disability and is either receiving Workers' Compensation payments or is using disability leave as provided in Article X. Vacation leave, compensatory time or sick leave cannot be used for the purpose of continuing State paid insurance by keeping a nurse on a State payroll for one working day per pay period during the time the nurse is on an unpaid leave of absence.

If an eligible 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 continue to be eligible for benefits provided the nurse appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences. Part-time or seasonal nurses who do not meet the 75% time requirements set forth above for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

Section 3. Employer Contribution for Health Insurance. For the period July 1, 1983 through October 4, 1983 the Employer shall contribute toward the cost of nurse and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1983.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total nurse Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the nurse toward the cost of nurse health coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of ninety percent (90%) of the total dependent Blue Cross and Blue Shield monthly premium or the total monthly premium of the carrier covering the dependent toward the cost of dependent health coverage.

Eligible nurses may select coverage under any one of the Health Maintenance Organizations fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. A brief description of the currently offered health plans is contained in Appendix F. Effective October 5, 1983, the major medical benefits under the fee-for-service plan shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00 per employee or \$300 per family.

The parties agree that effective October 5, 1983, the following changes will be made in the fee-for-service plan:

- 1) The medical/surgical benefit shall pay 90% of the usual, customary and reasonable charges as defined in the current contract with the fee-for-service carrier.
- 2) After an annual out of pocket cost of \$1,000 per nurse or \$1,500 per family, the major medical benefit for outpatient nervous and mental treatment and chemical dependency treatment shall provide 100% payment of all eligible charges up to the lifetime maximum of the policy.
- 3) In those geographical areas where specified hospitals limit charges in accordance with an agreement with the fee-for-service carrier, the hospital benefits shall be paid as specified in Section 3 herein when nurses or dependents are confined to a participating hospital. Nurses electing a non-participating hospital in the geographical area covered by the agreement will be responsible for any charges for themselves or their dependents that exceed the charges that would have been paid by the carrier for the same service at a participating hospital.
- 4) As soon as the fee-for-service carrier offers a plan limiting physicians' charges in accordance with a contract with the carrier, the Employer will subscribe to and implement that plan.
- 5) The Employer will contract with the fee-for-service carrier to reimburse nurse costs in accordance with the carrier contract when the nurse or dependent is confined to a licensed hospice.
- 6) The Employer will contract with the fee-for-service carrier to reimburse nurse costs in accordance with the carrier contract when the nurse or dependent is confined to a licensed birthing center.

Section 4. Workers' Compensation. When a nurse has incurred an on the job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of Minnesota Statutes 1982, 176.191, Subdivision 3.

Section 5. Employer Contribution for Dental Insurance.

A. Employee Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of the total nurse Delta Dental monthly premium or the premium of the dental carrier covering the nurse toward the cost for nurse dental coverage.

B. Dependent Coverage

Effective October 5, 1983, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

Eligible nurses may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer. A brief description of the currently offered dental plans is contained in Appendix F.

Section 6. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible nurses (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
\$0 - \$10,000	\$10,000	\$10,000
\$10,001 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - 25,000	\$25,000	\$25,000
over \$25,000	\$30,000	\$30,000

A nurse who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Insurance. The following optional insurance protection may be purchased by eligible nurses:

A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by nurses, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the nurse for the spouse shall also be available for purchase by the nurse.

B. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, up to two-thirds of a nurse's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.

- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the nurse's salary, commencing on the 181st day of total disability.
- D. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the nurse, but not in excess of the amount carried by the nurse.

Section 8. Group Premium for Early Retirement. Nurses who retire from State service prior to age 65 and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the nurse's expense, in the group hospital, medical and dental benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 9. Insurance Coverage for Nurses on Layoff. All eligible classified nurses with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff.

Such nurses shall have the option to continue to participate in the group health insurance program for an additional twelve (12) months, at their own expense at the group premium rates.

Section 10. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 above during each year of this agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on or before September 1 of each year. For nurses retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the nurse's retirement.

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1983. Changes in coverage shall become effective on October 5, 1983.

Section 12. Death Benefit. Nurses who retire on or after July 1, 1981, shall be entitled to a \$500.00 cash death benefit payable to a beneficiary designated by the nurse, if at the time of death the nurse is entitled for an annuity under a State retirement program. A \$500.00 cash death benefit shall also be payable to the designated beneficiary of a nurse who becomes totally and permanently disabled on or after July 1, 1981, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

ARTICLE 18

MANAGEMENT RIGHTS

It is recognized that the Employer retains all inherent managerial rights as stipulated by Minnesota Statutes 179.66.

ARTICLE 19

RELOCATION EXPENSES

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

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

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

A nurse who is transferred, reassigned, or demoted at his/her request when the transfer, reassignment, or demotion is for the nurse's sole benefit may, at the Appointing Authority's discretion, be reimbursed for all or a portion of the relocation expenses set forth in this Article.

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

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

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

- A. Travel Status. Nurses eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the nurse's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realtor's fees for the sale of the nurse's domicile, not to exceed \$4,000, shall be paid by the Appointing Authority.
- C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the nurse's household goods. The nurse shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the nurse's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the nurse's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- D. Miscellaneous Expenses. The nurse shall be reimbursed up to a maximum of \$550.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the nurse's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article XX (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

ARTICLE 20

EXPENSE ALLOWANCES

Section 1. General. The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Nurses affected under this Article shall be reimbursed for such expenses that have been authorized by the Appointing Authority in accordance with the terms of this Article.

Section 2. Automobile Expense.

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

Rate (cents per mile)

27

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

Rate (cents per mile)

21

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

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

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

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

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

A. Breakfast.

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

B. Noon Meal.

A nurse stationed outside the seven (7) county metropolitan area and not employed by the Department of Health may claim lunch reimbursement only if the nurse is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.

A nurse stationed outside the seven (7) county metropolitan area and employed by the Department of Health, may claim lunch reimbursement only if the nurse is performing required work outside the Department of Health work district to which the nurse is assigned, and the work assignment extends over the normal noon meal period.

A nurse stationed in the seven (7) county metropolitan area shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area.

However any nurse may claim lunch reimbursement when authorized by the Appointing Authority as a special expense prior to incurring such expense.

C. Dinner.

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

D. Reimbursement Amount.

Maximum reimbursement for meals including tax and gratuity, shall be:

<u>In the State of Minnesota</u>	<u>Outside the State of Minnesota</u>
Breakfast - \$ 5.50	Breakfast - \$ 6.00
Lunch - \$ 6.50	Lunch - \$ 7.00
Dinner - \$10.50	Dinner - \$12.00

Nurses who are eligible for two (2) or more meals in one (1) day shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the nurse makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

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

ARTICLE 21

BULLETIN BOARDS

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

ARTICLE 22

CAREER DEVELOPMENT

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

- A. Development Defined. Nurse development is an on-going process intended to help nurses attain and maintain a quality of job performance that meets the needs of the State and the career objectives of individual nurses. Development includes a variety of planned, purposeful activities and experiences designed to improve and/or increase the skills, knowledge and abilities of nurses. Typical activities and experiences include project assignments, task force assignments, supervisory coaching, internal job assistance, orientation, job rotation, interchanges, classroom instruction and independent study.
- B. Training Defined. Training is a specific means or method of nurse development. It consists of formal, systematic and structured activities that meet specific, predetermined learning objectives designed to directly improve and/or increase the knowledge, skills and abilities of nurses. Formal training usually refers to group instruction or structured independent study. Academic or technical courses, seminars, workshops, institutes, correspondence courses, individualized reading programs, programmed instruction and computer assisted learning are typical examples of formal training. Conferences and conventions are included if they are conducted specifically for educational purposes.
- C. Individual Development Planning. Each nurse shall be counseled in terms of development and complete an Individual Development Planning Worksheet on an annual basis. First priority for expenditure of State funds will be given to those activities included in the Individual Development Plan.
- D. Participation in Training. Nurses may be selected to participate in training and development activities in two ways:
 1. Job Assignment: The nurse is assigned by the department to participate as a specific work assignment, or as specifically requested by the supervisor. The nurse must participate in order to carry out the basic responsibilities of the job.

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

Training Procedures.

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

Nurses may be allowed to participate in programs up to 100 hours of work release time each fiscal year. The department head and/or delegated authority is authorized to grant release time for travel to and from training programs. If granted, the travel time is included within the 100 hour maximum.

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

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

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

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

- C. **Leaves of Absence for Training.** Leaves of absence may be granted to nurses for work related programs consistent with the training and development policy of the State. Nurses may be granted leave with or without pay, depending on the nature and length of the training program, as well as the benefits to the State. Leave of absence with pay shall be approved by the Commissioner of Employee Relations prior to utilization.

The Commissioner of Employee Relations may identify in advance the types of programs, including stipend programs, for which leaves of absence with pay are authorized, and in those instances, such authorization by the Commissioner of Employee Relations shall be deemed approval.

Reimbursement of Training Expenses to the State:

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

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

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

ARTICLE 23

NO STRIKE OR LOCKOUT

Section 1. Strikes. The Association, its officers, agents, and nurses covered by this Agreement agree that they will not, during the life of this Agreement, promote or support any strike as defined in Minnesota Statutes 179.63, Subdivision 12. Any nurse who knowingly violates the provisions of this Section may be subject to disciplinary action.

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

ARTICLE 24

ASSOCIATION MEETINGS WITH THE APPOINTING AUTHORITY OR DEPARTMENT

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

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

ARTICLE 25

SAVINGS CLAUSE

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

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

ARTICLE 26

DURATION

The provisions of this Agreement take the place of all previous Agreements and shall become effective the first day of July, 1983, subject to the ratification by the Seventy-Third (73rd) Session of the Legislature or during the interim, the acceptance by the Legislative Commission on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 1985.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than August 15 of even-numbered years that it desires to modify the Agreement.

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

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

FOR THE ASSOCIATION

FOR THE EMPLOYER

/s/Jeremiah C. Simington

/s/Nina Rothchild

/s/Billie Branden

/s/Lance Teachworth

/s/Ruth M. Lunde

/s/Craig M. Ayers

/s/John A. Kuderka

APPENDIX A

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

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

APPENDIX B

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

HOURS OF VACATION ACCRUED DURING EACH
PAYROLL PERIOD OF CONTINUOUS SERVICE

No. Hours Worked During Pay Period	0 thru 5 years,	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	0	0	0	0	0
At least 9 1/2, but less than 19 1/2	3/4	1	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/4
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	4-1/4
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79 1/2	4	5	7	7-1/2	8	8-1/2	9

APPENDIX C

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

HOURS OF SICK LEAVE ACCRUED DURING EACH
PAYROLL PERIOD OF CONTINUOUS SERVICE

Number of Hours Worked During Pay Period	Less than 900 Hours	900 Hours and Maintained
Less than 9 1/2	0	0
At least 9 1/2, but less than 19 1/2	3/4	1/4
At least 19 1/2, but less than 29 1/2	1	1/2
At least 29 1/2, but less than 39 1/2	1 1/2	3/4
At least 39 1/2, but less than 49 1/2	2	1
At least 49 1/2, but less than 59 1/2	2 1/2	1 1/4
At least 59 1/2, but less than 69 1/2	3	1 1/2
At least 69 1/2, but less than 79 1/2	3 1/2	1 3/4
At least 79 1/2	4	2

APPENDIX D
 SERIES G
 MINNESOTA NURSES ASSOCIATION
 July 1, 1983 - June 30, 1984

Comp Code		A	B	C	D	E	F	G	H	I	J		
Step		01	02	03	04	05	06	07	08	09	10		
Series	Range											Range	
G	51	YR	19,523	20,191	20,880	21,548	22,258	22,926	23,741	24,492	25,202	26,100	51
		MO	1627	1683	1740	1796	1855	1911	1978	2041	2100	2175	
		HR	9.35	9.67	10.00	10.32	10.66	10.98	11.37	11.73	12.07	12.50	
G	52	YR	20,191	20,880	21,548	22,258	22,926	23,615	24,430	25,160			52
		MO	1683	1740	1796	1855	1911	1968	2036	2097			
		HR	9.67	10.00	10.32	10.66	10.98	11.31	11.70	12.05			
G	53	YR	21,214	22,008	22,822	23,594	24,409	25,202	26,142	27,019	27,979	28,877	53
		MO	1768	1834	1902	1966	2034	2100	2178	2252	2332	2406	
		HR	10.16	10.54	10.93	11.30	11.69	12.07	12.52	12.94	13.40	13.83	
G	54	YR	22,634	23,490	24,388	25,223	26,079	26,956	27,937	28,856	29,900	30,861	54
		MO	1886	1958	2032	2102	2173	2246	2328	2405	2492	2572	
		HR	10.84	11.25	11.68	12.08	12.49	12.91	13.38	13.82	14.32	14.78	
G	55	YR	24,283	25,202	26,121	27,060	28,000	28,919	29,942	30,965	32,051	33,053	55
		MO	2024	2100	2177	2255	2333	2410	2495	2580	2671	2754	
		HR	11.63	12.07	12.51	12.96	13.41	13.85	14.34	14.83	15.35	15.83	
G	56	YR	26,747	27,770	28,835	29,838	30,882	31,946	32,949	34,014	35,058	36,018	56
		MO	2229	2314	2403	2486	2573	2662	2746	2834	2921	3002	
		HR	12.81	13.30	13.81	14.29	14.79	15.30	15.78	16.29	16.79	17.25	

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Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J

YR - Yearly Salary Rate
 MO - Monthly Salary Rate
 HR - Hourly Salary Rate

Effective 7/1/83

Clinical Nurse Specialist	5J	Public Health Nursing Advisor	4J
Nursing Education Specialist	6J	Public Health Nursing Advisor, Senior	5J
Nursing Evaluator 1	1H	Registered Nurse	1J
Nursing Evaluator 2	3J	Registered Nurse, Principal	4J
Public Health Nurse	2H	Registered Nurse, Senior	3J

APPENDIX D (cont.)

SERIES G

MINNESOTA NURSES ASSOCIATION

July 1, 1984 - June 30, 1985

Comp Code		A	B	C	D	E	F	G	H	I	J		
Step		01	02	03	04	05	06	07	08	09	10		
Series	Range											Range	
G	51	YR	20,776	21,465	22,195	22,884	23,615	24,325	25,160	25,954	26,685	27,624	51
		MO	1731	1789	1850	1907	1968	2027	2097	2163	2224	2302	
		HR	9.95	10.28	10.63	10.96	11.31	11.65	12.05	12.43	12.78	13.23	
G	52	YR	21,465	22,195	22,884	23,615	25,160	25,035	25,891	26,643			52
		MO	1789	1850	1907	1968	2097	2086	2158	2220			
		HR	10.28	10.63	10.96	11.31	11.65	11.99	12.40	12.76			
G	53	YR	22,530	23,365	24,200	25,014	25,870	26,685	27,666	28,585	29,587	30,527	53
		MO	1877	1947	2017	2085	2156	2224	2306	2382	2466	2544	
		HR	10.79	11.19	11.59	11.98	12.39	12.78	13.25	13.69	14.17	14.62	
G	54	YR	24,012	24,910	25,849	26,706	27,603	28,522	29,545	30,506	31,591	32,594	54
		MO	2001	2076	2154	2225	2300	2377	2462	2542	2633	2716	
		HR	11.50	11.93	12.38	12.79	13.22	13.66	14.15	14.61	15.13	15.61	
G	55	YR	25,724	26,685	27,645	28,626	29,608	30,568	31,633	32,698	33,826	34,870	55
		MO	2144	2224	2304	2386	2467	2547	2636	2725	2819	2906	
		HR	12.32	12.78	13.24	13.71	14.18	14.64	15.15	15.66	16.20	16.70	
G	56	YR	27,875	28,961	30,067	31,111	32,197	33,304	34,348	35,454	36,540	37,542	56
		MO	2323	2413	2506	2593	2683	2775	2862	2955	3045	3129	
		HR	13.35	13.87	14.40	14.90	15.42	15.95	16.45	16.98	17.50	17.98	
Step		01	02	03	04	05	06	07	08	09	10		
Comp Code		A	B	C	D	E	F	G	H	I	J		

YR - Yearly Salary Rate

MO - Monthly Salary Rate

HR - Hourly Salary Rate

Effective 7/1/83

Clinical Nurse Specialist	5J	Public Health Nursing Advisor	4J
Nursing Education Specialist	6J	Public Health Nursing Advisor, Senior	5J
Nursing Evaluator 1	1H	Registered Nurse	1J
Nursing Evaluator 2	3J	Registered Nurse, Principal	4J
Public Health Nurse	2H	Registered Nurse, Senior	3J

APPENDIX E

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

*Administration, Department of

*Board of Nursing

Community College System (each college is a seniority unit)

- *Inver Hills Community College
- *Lakewood Community College
- *Minneapolis Community College
- *North Hennepin Community College
- *Rochester Community College

Corrections, Department of (each facility is a seniority unit)

- *Minnesota Correctional Facility - Lino Lakes
- *Minnesota Correctional Facility - Oak Park Heights
- *Minnesota Correctional Facility - Red Wing
- *Minnesota Correctional Facility - Sauk Centre
- *Minnesota Correctional Facility - St. Cloud
- *Minnesota Correctional Facility - Stillwater
- *Minnesota Correctional Facility - Thistledeew Camp, Togo
- *Ramsey Medical Unit

Education, Department of

- *Minnesota School for the Deaf

*Health, Department of

Public Welfare, Department of (each facility is a seniority unit)

- *Ah-Gwah-Ching Nursing Home
- *Anoka State Hospital
- *Brainerd State Hospital
- *Cambridge State Hospital
- *Central Office - DPW
- *Faribault State Hospital
- *Fergus Falls State Hospital
- *Moose Lake State Hospital
- *Oak Terrace Nursing Home
- *St. Peter Regional Treatment Center
- *Willmar State Hospital

State University System (each university is a seniority unit)

- *Bemidji State University
- *Mankato State University
- *Moorhead State University
- *St. Cloud State University
- *Winona State University

*Transportation, Department of

*Veterans Affairs, Department of

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

APPENDIX F - INSURANCE

Employee Group Life & Health Care Program
STATE OF MINNESOTA
October 5, 1983

This Appendix contains a brief description of the benefits provided by each of the carriers. Enrolled nurses receive Certificates stating the main provision of each Master Policy under which they have elected coverage.

* * * * *

The program is a well-balanced and comprehensive combination of group term life insurance, hospital-medical and dental benefits for eligible nurses. Also, included are optional coverages which the nurse may purchase and pay for through payroll deduction. Eligible nurses are those who work:

1. At least 40 hours per week for a period of nine months or more in any twelve consecutive months, or
2. At least 30 hours per week for a twelve consecutive month period.

The State will pay one-half the Employer contribution to part-time nurses who do not meet the 75% time requirement described above but who are employed on at least a 50% time basis and to seasonal nurses who are scheduled to work at least 1044 hours over a 9-month period in any 12 consecutive months. Evidence of insurability will be required if application for enrollment is submitted after the first 60 days of employment or at times other than an open enrollment period.

Basic benefits shall become effective on the first day of the payroll period beginning on or after 28 calendar days of employment with the State. A nurse must be actively at work on the effective date of coverage. This actively at work requirement also applies to any optional coverages. Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. In no event, will the dependents' coverage become effective before the nurse's coverage.

If both spouses work for the State and both are eligible for single coverage, neither spouse may be covered as a dependent by the other (either, but not both, may cover their eligible dependent children and receive the State contribution toward the cost of this coverage.)

Group life insurance is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). The amount of State paid insurance provided will be according to the schedule for the nurses' bargaining unit: nurses becoming totally and permanently disabled prior to age 70, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until age 70.

Accidental death and dismemberment benefits are included under the life insurance plan. If a nurse dies by accident (on or off the job) the life insurance benefit automatically doubles.

APPENDIX F (cont.)

You must elect either the fee-for-service plan or one of the health maintenance organizations described on the following pages. Benefits are coordinated with the benefits of other group plans. Eligible nurses may select dental coverage under either the Delta Dental Plan of Minnesota, the Group Health Plan, or the Group Health Association of Northeastern Minnesota.

Eligible dependents, as it applies to the health coverage, include the subscriber's spouse if not legally separated, the subscriber's unmarried dependent children from birth to age 19 or to age 23 if such unmarried dependent child 19 years of age or older is a full time student at an accredited educational institution, or to any age if such dependent son or daughter qualifies under the terms of the contract as being incapable of self-sustaining employment by reason of mental retardation or physical disability and is totally dependent upon the nurse for support. The term dependent children shall include the nurse's own children, legally adopted children, foster children and step-children.

Employee Group Life &
Health Care Program

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept.

Fee-for-service plans pay a scheduled benefit for expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee-for-service plan may choose any licensed physician and hospital for services.

Health maintenance organizations provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, HMO's include preventive medicine. Under the HMO concept, members must reside within a designated geographic service area and must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

A description and comparison of the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL ADMISSIONS 100% coverage in semi-private room for at least 365 days.
SURGERY 100% covered
ANESTHESIOLOGY 100% covered
X-RAY AND LABORATORY 100% covered
(In-patient and clinical)
OFFICE CALLS 100% covered
EYE EXAMS 100% covered
MATERNITY 100% covered while coverage is in force.

VARIED BENEFITS

PREVENTIVE MEDICINE 100% coverage for health evaluations (except to obtain employment or insurance), well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center.

OUT PATIENT EMERGENCY 100% coverage

PRESCRIPTIONS, DRUGS Member pays \$2 a prescription for up to 30 day supply. Drugs available at CMGHP medical center or participating pharmacies.

EYE GLASSES Available at reduced cost at participating optical stores.

MENTAL HEALTH INPATIENT 100% coverage up to 30 days a calendar year.

OUTPATIENT 20 visits a calendar year, member pays \$10 a visit.

CHEMICAL DEPENDENCY INPATIENT 80% coverage for 73 days when authorized by a CMGHP physician.

OUTPATIENT Covered under out-patient mental health.

SUPPLEMENTAL BENEFITS 90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.

OUT OF AREA BENEFITS 100% coverage for hospitalization.
80% for physician fees and emergency room.

DENTAL CARE Preventive dental care for children to age 12. 80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.

PRE-EXISTING CONDITIONS No restrictions.

CONVERSION PLAN CMGHP provides conversion to a self pay CMGHP membership.

COORDINATED HEALTH CARE

GROUP HEALTH ASSN. OF ME MINNESOTA

100% coverage in semi-private room for at least 365 days.
100% covered
100% covered
100% covered

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations, immunizations, hearing exams, eye exams, well child care when provided or referred by CHC physician. Allergy testing and treatment covered 100%, shots at \$10 for six months.

100% coverage for routine annual physicals and immunizations, PAP smears, well baby and child care.

Member pays \$10 at CHC facility or other facility in life threatening emergency, co-payment is waived if admitted as a bed patient.

Member pays \$10 a visit at hospital for in or out-of-area emergencies (waived if admitted to hospital.)

Member pays \$2 for 30 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

Member pays \$1 a prescription at participating pharmacies. \$2 at non-participating pharmacies when ordered by Plan, referral or emergency physician.

Available at cost plus small handling charge when purchased through CHC eyeglass center.

Not covered.

\$15 a day co-payment, maximum confinement 30 days.

100% coverage in semi-private room for 70 days in a calendar year, when under care of Range Mental Health Center.

100% coverage 1st through 5th visits, \$10 co-payment 6th through 25th visits, maximum 25 visits per year. Must be under the direction of CHC physician.

100% coverage for 20 visits per calendar year, when under care of Range Mental Health Center.

Member pays \$15 a day 1st through 30th day, \$25 a day 31st through 73rd day, maximum of 73 days.

100% coverage to benefit limit for 73 days per calendar year when under care of Range Mental Health Center.

1st through 5th visit covered in full, 6th through 25th visit member pays \$10, maximum 25 visits a year.

No limit when under care of Range Mental Health Center.

Supplemental benefits covered at 100% after \$50 each calendar year, for services including private duty nursing, oxygen and medical equipment when prescribed by CHC physician; \$10,000 lifetime maximum.

100% coverage on rental or purchase of durable equipment when prescribed by plan physician.

Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians office. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

Emergency physician and Inpatient and Outpatient hospital services covered as in area.

Dental care and dental surgery is excluded except if required by reason of accidental injury to sound natural teeth, excision of tumors, and exostoses.

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

Member may convert to an individual plan. A special package is available to member who leaves metropolitan area. (See certificate)

Full plan level of benefits if in plan service area.

GROUP HEALTH PLAN
INC.

BDO MINNESOTA

100% coverage in semi-private room for at least 365 days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, and allergy testing, treatment and shots.

100% coverage for routine physicals, well baby care, immunizations and allergy treatment when coordinated by HMOH physician.

100% coverage

Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.

Member pays \$2.00 a prescription for up to 30 days supply of drugs included in GHP formulary. Pharmacies available in all GHP centers.

Member pays \$2 per prescription at HMOH participating pharmacies.

Available at GHP cost when purchased at GHP centers in Metro area.

Discount for glasses at HMOH participating prescription centers.

100% coverage by GHP Mental Health Department up to 30 days a contract year.

Member pays 20% a day, up to 73 days a calendar year.

Psychiatric care when provided or referred by GHP staff coverage limited to 20 visits per year at a member cost of \$10 per visit.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

80% in-patient coverage for 73 days while covered and when authorized by GHP medical director.

Member pays 20%, up to 73 days a calendar year.

100% out-patient coverage.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

80% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOH physician.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.

Preventive dental care for children to age 12. GHP member may select separate GHP dental coverage during annual open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GHP. Member pays lab charges.

No coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMOH physician.

No restrictions.

100% coverage with exception of non reconstructive congenital anomalies in children over 16.

GHP provides conversion to a non-group BDO membership in GHP.

Individual comprehensive, major medical conversion contract through Blue Cross/Blue Shield of Minnesota.

**MEDCENTER HEALTH
PLAN**

**WIDOLLET EITEL HEALTH
PLAN**

MED CENTER and WIDOLLET EITEL Plans have merged - see later brochure for specific coverage.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.

100% coverage for routine physicals (except for employment or insurance), eye and hearing exams, immunizations, allergy injections and well baby care.

Member pays \$15 a visit, waived if admitted for same condition within 24 hours.

Member pays \$25 a visit, waived if admitted within 24 hours of visit.

Member pays up to \$2.50 a prescription for 30 day supply (90 days for birth control pills) or 100 units whichever is greater, or up to 1000 units of insulin.

Member pays up to \$2.50 a prescription or refill for a 30 day supply when prescribed by plan physician. (3 month supply of birth control pills), and purchased at NEHP pharmacy.

\$50 credit on eye glasses obtained at Benson's Opticians. Children to age 14 may receive a set of eyeglasses free from the Benson's "Kidscene" selection.

\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.

80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.

Member pays \$20 a day, maximum 30 days per confinement.

Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.

Individual therapy: member pays \$10 a visit, maximum 50 visits a year. Family therapy: member pays \$15 a year. Group therapy: member pays \$5 a session, maximum 50 visits a year.

80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.

Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.

Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.

Member pays \$100 a treatment program.

80% coverage up to \$2,500, then 100% to \$250,000 for ambulance, private duty nursing, prosthetic devices and durable medical equipment; 100% coverage for blood. No coverage for chiropractor unless referred by plan physicians. No coverage for custodial care.

80% coverage up to \$1,500 then 100% up to \$250,000 for durable medical equipment, ambulance, prosthetic devices. 100% coverage for blood.

100% coverage if referred by NEHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$250,000 for emergency treatment.

Acute emergency service in area and medically necessary care out of area covered at 80% up to \$1,500, then 100% up to \$250,000. 100% coverage if referred by Plan physician.

80% coverage for treatment to sound natural teeth, due to accident if treated within six months of accident. No other coverage even if hospitalized.

80% coverage to restore sound teeth as result of accident which occurs while plan member. No coverage for dental hospitalization unless medically necessary.

No restrictions.

No restrictions.

If remaining in service area NEHP provides conversion to non-group RHD membership in NEHP. Members leaving area may select a conversion plan available through Northwestern National Life Ins. Co.

Four insurance conversion options available through Northwestern National Life Ins. Co.

PHYSICIANS HEALTH
PLAN

SHARE HEALTH PLAN

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.

Member pays up to \$3.50 a prescription or refill for up to 30 day supply; or \$3.50 for a 90 day supply or oral contraceptives.

Discounts for eye glasses are available through participating optical centers.

PHP requires member be evaluated in advance by PHP mental health designee (unless an emergency) before beginning or continuing in- or out-patient treatment for mental health. Plan provides 80% of necessary in-patient hospital and medical expenses with a 73-day limit a calendar year.

Member pays \$10 each out-patient visit, up to 30 visits a calendar year.

Same coverage as above.

80% coverage for emergency ambulance to nearest hospital, private duty nursing, specific prosthetic devices and durable medical equipment when approved in advance in writing by PHP. 100% coverage for blood coordinated with blood bank, and physical and speech therapy when approved in advance by PHP.

100% coverage for referrals if approved in advance by PHP. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident.

No restrictions except for congenital anomalies that have been diagnosed or for which the member received treatment or was aware of prior to enrollment in PHP.

If remaining in the servicing area, benefits remain the same except for co-payment of: \$3 per office visit (except for preventive benefits) \$15 for eye exams, and 20% for the first \$2,500 of in-patient hospital expenses per confinement. Members leaving the area may select one of the Mutual of Omaha conversion plans.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for physical exams, eye exams, well child care, immunizations, voluntary family planning, infertility evaluations and consultations, diagnostic x-ray and lab, and allergy testing and treatment.

Member pays first \$10 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter. \$10 waived if admitted within 24 hours.

Member pays up to \$2.50 for 100 pills or 30 day supply, whichever is less, (3 month supply of birth control pills) when purchased from participating pharmacies.

Available at a substantial discount through SHARE.

Member pays \$15 a day, maximum 30-day confinement. In-patient services in a residential care facility for emotionally handicapped children for up to 30 days a calendar year, member pays \$15 a day.

Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.

Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.

Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.

Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.

No restrictions.

Available through SHARE at same level of benefits for persons residing in the service area. Scheduled benefit program available for non-residents.

DENTAL PLANS

**DELTA DENTAL PLAN
OF MINNESOTA**

**Coverage A
Regular Diagnostic &
Preventive Services**

Reimbursed at 80% of charge when
service is performed by a
participating dentist.

**Coverage B
Regular & Restorative
Services**

Reimbursed at 80% of charge when
performed by a participating dentist.

**Coverage C
Prosthetics**

Reimbursed at 50% of charge when
service is performed by a
participating dentist.

**Coverage D
Orthodontics**

Reimbursed at 80% of charge when
service is performed by a
participating dentist.
Coverage limited to eligible
dependent children ages 8 through 18.

Miscellaneous

Benefits payable on coverage B and
coverage C are subject to a
combined \$25 deductible per
coverage year. (July to July)

\$1000 maximum benefit per coverage
year (July to July) payable on each
covered person.

**GROUP HEALTH
PLAN, INC.**

**Coverage A
Regular Diagnostic &
Preventive Services**

100% coverage through GHP dental
facilities.

**Coverage B
Regular & Restorative
Services**

80% coverage through GHP dental
facilities. The 20% co-payment on
fillings is waived after two
continuous years of preventive dental
care at GHP.

**Coverage C
Prosthetics**

50% coverage through GHP dental
facilities.

**Coverage D
Orthodontics**

Provided at 80% of charges, through
designated GHP dental staff, to
dependent children while under age
19.

\$1,000 annual maximum benefit on
orthodontics.

Miscellaneous

No deductible. No maximum on
coverages A, B or C.

**GROUP HEALTH ASSOCIATION
OF MN MINNESOTA**
See later brochure for specific
coverage.

HOSPITAL SERVICES BLUE CROSS AND BLUE SHIELD OF MINNESOTA

GENERAL ADMISSIONS	<p>Full coverage in semi-private room for 365 days. This is subject to the requirements of the AWARE program in the Twin City Metropolitan area (see separate brochure).</p> <p>Services from a licensed hospice will be covered whenever available.</p> <p>*Note exceptions</p>
NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.
CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.
MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery. To the extent of availability, confinement in a licensed birthing center also will be reimbursed.
OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.
<u>PHYSICIANS' SERVICES</u>	
SURGERY	Benefit is 90% of the usual, customary and reasonable fee but will be subject to requirements of the PHYSICIAN'S AWARE program as soon as available.
ANESTHESIOLOGY	90% of the usual, customary and reasonable fee.
HOSPITAL VISITS	<p>\$15 for first day.</p> <p>\$5 a day for next 364 days.</p> <p>Necessary consultation fees under Major Medical.</p>
MENTAL HEALTH	<p>80% of first \$750</p> <p>Remainder covered under Major Medical with 80% paid to an annual out-of-pocket cost of \$1,000 per employee or \$1,500 per family; 100% thereafter.</p>
X-RAY AND LABORATORY	<p>Up to \$100 a year.</p> <p>Remainder under Major Medical.</p>
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.
OFFICE CALLS	<p>80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury.</p> <p>See Major Medical description.</p>
<u>MISCELLANEOUS</u>	
PRESCRIPTIONS	<p>80% paid under Major Medical.</p> <p>See Major Medical description.</p>
MAJOR MEDICAL	<p>\$100.00 calendar year deductible per person.</p> <p>80% reimbursement on expense exceeding the deductible.</p> <p>\$500,000 maximum.</p> <p>Please see separate brochures for information on second opinion surgery and ambulatory program.</p>
<u>SERVICE CENTERS</u>	

DULUTH (218) 722-3371 ST. CLOUD (612) 253-8300	MANKATO (507) 345-4406 TWIN CITIES (612) 456-5090
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MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

Additional Employee Life Insurance may be applied for in amounts of \$1,000 or more up to \$15,000. Employees who have \$15,000 additional life or who bring their total amount of additional life insurance up to \$15,000, may also apply for additional units of \$5,000 each. The maximum additional employee life insurance available is \$105,000.

Accidental Death and Dismemberment — If an employee dies by accident (24 hour coverage) the amount of life insurance doubles.

Employees becoming totally and permanently disabled prior to age 70 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until age 70.

Satisfactory evidence of insurability must be furnished for all amounts of additional employee life insurance. The table of rates per \$1,000 is shown below.*

2. Spouse life insurance may be applied for in an amount not to exceed 50% of the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below*.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.*

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD*

Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life
Under 30	\$.04	\$.24	45 - 49	\$.17	\$.60
30 - 34	.06	.30	50 - 54	.28	.93
35 - 39	.09	.39	55 - 59	.40	1.29
40 - 44	.13	.51	60 - 64	.68	2.16
			65 - 69	1.25	3.84

ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident — 8th day sickness — 26 weeks) — Requires evidence of insurability if application is made after first 60 days of employment.

Accident and Sickness Indemnity may be applied for by the employee in the amounts as follows* if the monthly benefit does not exceed 66-2/3 of the monthly salary. NOTE: No benefit is payable when eligible for Worker's Compensation benefits.

Monthly Benefit	Cost Per 2-Week Pay Period	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.70	\$ 800	\$7.17
400	3.59	900	8.07
500	4.48	1000	8.97
600	5.39	1100	9.86
700	6.28		

LONG TERM SALARY CONTINUANCE DISABILITY — Always requires evidence of insurability.

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage -- \$.59 per 2-week pay period. Cost per \$100 of coverage — \$1.18 per 2-week pay period.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE — Up to \$15,000 of coverage* available without evidence of insurability.

This coverage is available in units of \$5,000. An employee may apply for amounts from \$5,000 to \$100,000 (ages 61-70, \$50,000). It is also available to a spouse in units of \$5,000 to a maximum of \$25,000 (but not more than amount purchased by employee). The rate* for a \$5,000 unit is \$.15 per 2-week pay period.

NOTE: If both husband and wife are employed by the State, they are each eligible to apply for the Optional Life (Minnesota Mutual and Northwestern National) and the Accidental Death and Dismemberment Insurance (St. Paul Life Insurance Company) benefits as employees, but they may not insure each other for the dependent benefits.

* 10/5/83 rates not available at time of this printing.

Central Minnesota Group Health Plan
Phone: 253-5220

CLINIC

GHOP MEDICAL CENTER
1911 St. Germain St., St. Cloud, MN

HOSPITAL

ST. CLOUD HOSPITAL
1406 N. 6th, St. Cloud, MN

Coordinated Health Care, Inc.
Phone: 221-2091

CLINICS

CHC ST. PAUL CLINIC
258 University Ave., St. Paul, MN

WEST MEDICAL CLINIC
Time Medical Bldg., St. Paul, MN

ST. CROIX VALLEY CLINIC
921 S. Greeley, Stillwater, MN

EAGAN CLINIC
Eagan, MN - Near Cedarvale Shopping Ctr.

WESTVIEW MEDICAL CLINIC
955 Hwy. 55, Hastings, MN

MAPLEWOOD CLINIC
1774 Cope Ave., Maplewood, MN

HOSPITALS

ST. PAUL RAMSEY MEDICAL CTR. — St. Paul
LAKEVIEW MEMORIAL HOSPITAL — Stillwater
REGINA MEMORIAL HOSPITAL — Hastings

GROUP HEALTH ASSOCIATION
OF NORTHEASTERN MINNESOTA
Phone: 218-749-5890

CLINICS

ADAMS CLINIC, P.A.
Ribbing & Chisholm, MN

COMMUNITY HEALTH CENTER
Two Harbors, MN

EAST RANGE CLINIC
Virginia-Aurora, MN

L-P MEDICAL SPECIALISTS
Virginia & Aurora
Boyt-Lakes

HOSPITALS

CENTRAL MESABI MEDICAL CENTER
Ribbing, MN

LAKEVIEW MEMORIAL HOSPITAL
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

WHITE COMMUNITY HOSPITAL
Aurora Boyt-Lakes

Group Health Plan, Inc.
Phone: 623-8504

• GROUP HEALTH COON MEDICAL CENTER
2500 Como Ave. (at Hwy 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER
1533 Utica Ave. So. (at Hwys 12 & 100)
St. Louis Park, MN

• GROUP HEALTH BLOOMINGTON MEDICAL CENTER
86th St. & Nicollet Ave., Bloomington, MN

GROUP HEALTH MAPLEWOOD MEDICAL CENTER
2165 White Bear Ave., Maplewood, MN

GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER
6845 Lee Ave. No., Brooklyn Center, MN

HMO LOCATIONS

• GROUP HEALTH RIVERSIDE MEDICAL CENTER
606 24th Ave. So., Minneapolis, MN

• GROUP HEALTH SAINT PAUL MEDICAL CENTER
Wabasha & Plato, St. Paul, MN

WHITE BEAR LAKE MEDICAL CENTER
1430 Hwy. 96 White Bear Lake, MN

• GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER
81st & Center Ave. NE, Spring Lake Park, MN

GROUP HEALTH PLYMOUTH MEDICAL CENTER
Four Seasons Shopping Center
4204 Lancaster Lane
Plymouth, MN

APPLE VALLEY MEDICAL CENTER
15290 Penncock Lane
Apple Valley, MN

COMMUNITY HEALTH CENTER
4th St. at 11th Ave., Two Harbors, MN

• DENTAL LOCATIONS

HOSPITALS

FAIRVIEW HOSPITAL/ST. MARY'S
2312 S. 6th St., Minneapolis, MN

BETHESDA LUTHERAN MEDICAL CENTER
559 Capitol Blvd., St. Paul, MN

CHILDREN'S HOSPITAL ST. PAUL
345 Smith, St. Paul, MN

HMO Minnesota (HMOH)

HMOH provides medical services through 1600 primary and specialty care physicians at over 225 sites throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 400 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-456-8430 or 218-722-4685.

Med Center Health Plan
Phone: 927-3263

CLINICS

COON RAPIDS CLINIC
9920 Zilla St. N.W., Coon Rapids, MN 55433

AFFILIATE OFFICES:

ST. MICHAEL MEDICAL CENTER
703 East Central Ave., St. Michael, MN 55376

RAMSEY MEDICAL CENTER
5300 153rd Ave., Ramsey, MN 55303

CHAMPLIN MEDICAL CENTER
11269 Highway 52, Champlin, MN 55316

HOSPITALS

MERCY MEDICAL CENTER
4050 Coon Rapids Blvd., Coon Rapids, MN

CLINIC

ST. LOUIS PARK MEDICAL CENTER
5000 W. 39th Street, St. Louis Park, MN 55416

AFFILIATE OFFICES

PLYMOUTH MEDICAL CENTER
3007 Harbor Lane, Plymouth, MN 55441

RIDGEDALE MEDICAL CENTER
13911 Ridgedale Dr., Minnetonka, MN 55343

MINNETONKA MEDICAL CENTER
17821 Highway 7, Minnetonka, MN 55343

HOPKINS MEDICAL CENTER
47 - 9th Ave. So., Hopkins, MN 55343

BLOOMINGTON MEDICAL CENTER
4200 W. Old Shakopee Road
Bloomington, MN 55437

METROPOLITAN OFFICE BLDG.
Suite 206, 825 So. 8th Street
Minneapolis, MN 55404

BURNSVILLE EAGAN MEDICAL CENTER
4651 Wicols Road, Eagan, MN 55122

HOSPITAL

METHODIST HOSPITAL
6500 Exc. Blvd., St. Louis Park, MN

CLINIC

INVER GROVE HEIGHTS FAMILY PRACTICE CLINIC
2980 Buckley Way, Inver Grove Heights, MN

WHITE BEAR PRACTICE CLINIC, P.A.
3220 Bellaire Ave., White Bear Lake, MN 55110

MAPLEWOOD FAMILY PRACTICE GROUP
1814 H. St. Paul Road, Maplewood, MN 55109

AFFILIATE OFFICE

SCENIC HILLS CLINIC
261 W. Ruth Street, St. Paul, MN 55119

CLINIC

NORTH ST. PAUL MEDICAL CENTER
2579 East 7th Ave., North St. Paul, MN 55109

MARYLAND CLINIC
911 E. Maryland Ave., St. Paul, MN 55106

EASTSIDE MEDICAL CENTER
891 White Bear Ave., St. Paul, MN 55106

ARCADE CLINIC
651 Arcade Street, St. Paul, MN 55106

GORMAN CLINIC
234 E. Wentworth Ave., West St. Paul, MN 55118

FAMILY PRACTITIONERS, P.A.
7460 So. 80th Street So., Cottage Grove, MN 55016

WOODBURY FAMILY MEDICAL CENTER
1783 Woodlane Drive, Woodbury, MN 55125

NORTH SUBURBAN FAMILY PHYSICIANS
404 West Highway 96, Shoreview, MN 55112

HOSPITAL

ST. JOHN'S HOSPITAL
403 Maria Ave., St. Paul, MN

CLINIC

SHAKOPEE MEDICAL CENTER
1335 East 10th Ave., Shakopee, MN 55379

AFFILIATE OFFICE

PRIOR LAKE HEALTH CENTER
15950 Franklin Trail S.E.
Prior Lake, MN 55372

HOSPITAL

ST. FRANCIS HOSPITAL
325 W. 5th, Shakopee, MN

Wicolllet/Eitel Health Plan
Phone: 332-5360

CLINICS

BLOOMINGTON WICOLLET CLINIC
7901 Kerzee Ave. S.
Bloomington, Minnesota

BURNSVILLE WICOLLET CLINIC
38th and Wicolllet
Burnsville, Minnesota

EAGAN WICOLLET CLINIC
Cedar Ave. & Cliff Road
Eagan, Minnesota

MINNEAPOLIS WICOLLET CLINIC
Franklin & Blaisdell Avenue
Minneapolis, Minnesota

RIDGEDALE WICOLLET CLINIC
494 & Hwy. 12
Minnetonka, Minnesota

HOSPITALS

EITEL HOSPITAL
Minneapolis, MN

FAIRVIEW-SOUTHDALE HOSPITAL
Edina, MN

CHILDREN'S HEALTH CENTER
Minneapolis, MN

PHYSICIANS HEALTH PLAN (PHP)

PHP provides services through more than 2000 physicians and offices located throughout a 13 county service area. Medically necessary hospital treatment is available at 30 participating hospitals and provider outpatient facilities. Prescription drugs are available at over 300 pharmacies. A list of PHP providers and services may be obtained through your state personnel officer or the University of Minnesota employee benefits department. For additional details, call PHP at 936-1200.

Share Health Plan
Phone: 854-2377

CLINICS

BROOKLYN PARK MEDICAL CENTER
5805 74th Ave. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC
3620 Central Ave. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER
7920 Cedar Ave. S., Bloomington, MN

RICE STREET CLINIC
1006 Rice Street, St. Paul 55117

FAMILY PHYSICIANS, P.A.
540 Southdale Medical Bldg., Edina 55435

FAMILY PHYSICIANS, P.A.
200 East Wicolllet Blvd., Burnsville 55337

FAMILY PHYSICIANS, P.A.
16570 W. 78th Street, Suite 2, Eden Prairie 55344

NORTH CLINIC, P.A.
3210 Lowry Avenue No., Robbinsdale 55422

NORTH CLINIC, P.A.
Quinwood Lane & 62nd Place, Maple Grove 55441

EAST RANGE CLINIC
Virginia-Aurora, MN

HOSPITALS

UNITY HOSPITAL
550 Osborne Rd., Fridley, MN

MIDWAY HOSPITAL
1700 University Ave., St. Paul, MN

CHILDREN'S HOSPITAL
345 Smith, St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL
6401 France Ave. S., Edina, MN

VIRGINIA REGIONAL MEDICAL CENTER
Virginia, MN

BETHESDA HOSPITAL
559 Capitol Blvd., St. Paul, MN

NORTH MEMORIAL HOSPITAL
3220 Lowry Avenue No., Minneapolis, MN

APPENDIX G

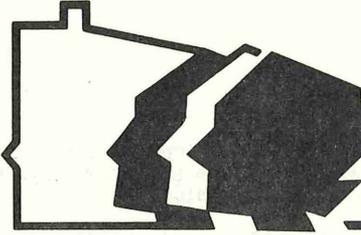
PAY EQUITY CLASS

The following classes received pay equity adjustments of the listed amounts effective July 1, 1983:

<u>Class</u>	<u>Amount</u>
Nursing Evaluator 1	.19/hour
Nursing Evaluator 2	.19/hour
Registered Nurse	.19/hour
Registered Nurse, Senior	.19/hour
Registered Nurse, Principal	.19/hour
Public Health Nursing Advisor, Senior	.03/hour

The following classes receive pay equity adjustments of the listed amounts effective July 1, 1984:

<u>Class</u>	<u>Amount</u>
Nursing Evaluator 1	.20/hour
Nursing Evaluator 2	.20/hour
Registered Nurse	.20/hour
Registered Nurse, Senior	.20/hour
Registered Nurse, Principal	.20/hour



November 4, 1983

Ms. Geraldine Wedel
Assistant Executive Director
Minnesota Nurses Association
Griggs Midway Building
1821 University Avenue
St. Paul, MN 55104

Dear Ms. Wedel:

This is to confirm our mutual understanding concerning the proper interpretation of the following language appearing in Article 22, (Career Development) of the 1983-85 Agreement between the MNA and the State of Minnesota. The language reads, in part, as follows:

Training Procedures

- A. Training Time: Department heads and/or delegated authority can assign nurses to participate in training and development programs as part of their regular job. The amount of time spent in programs of this nature is determined by the department head. Nurses may be allowed to participate in programs up to 100 hours of work release each fiscal year. The department head and/or delegated authority is authorized to grant release time for travel to and from training programs. If granted, the travel time is included within the 100 hour maximum.

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

It is the intent of the parties that the sentence which reads: "Nurses may be allowed to participate in programs up to 100 hours of work release time each fiscal year." is to be applied such that nurses participate in some training and development activities as defined in Article 22. Accordingly, the use of the term "may" indicates that such release time is discretionary with the Appointing Authority, it is expected that nurses normally will receive training/development each fiscal year of the Agreement.



Page 2
November 4, 1983

As you know, staff training can contribute to both improved job performance and retention of employees, and it was toward those general ends that the parties negotiated these particular contract provisions.

I trust the above is an accurate reflection of our understanding regarding this contract provision.

Sincerely,



Lance Teachworth
State Labor Negotiator

LT:dh

cc: All Affected State Agencies



Minnesota Nurses Association

1821 UNIVERSITY AVENUE, SUITE N-377
ST. PAUL, MINNESOTA 55104

**Economic and General Welfare 612-646-6676
(800) 832-6400**