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Contract Agreement

Between
The State of Minnesota
and
Minnesota Nurses Association
2003 - 2005

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AGREEMENT
between the
STATE OF MINNESOTA
and the
MINNESOTA NURSES
ASSOCIATION

July 1, 2003 through June 30, 2005

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2004, 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 179A.10, Subd. 4.

ARTICLE 3 - ASSOCIATION SECURITY

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

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, employee identification number, classification, employment condition, and work address of all nurses newly employed in the bargaining unit and the names of nurses

terminating employment with the bargaining unit on the form included as Appendix I of this Agreement. 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, Regional Treatment Center, 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 a duty free unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the mid-point of each work shift. If a nurse's supervisor assigns him/her to work during the lunch period or approves his/her working during the lunch period, the lunch period shall be paid at the applicable rate. Such approval by the nurse's supervisor may be given after the meal has been worked.

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

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

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

- A. There shall be no split shifts. No nurse shall be scheduled to work the night shift (or at night) immediately preceding a weekend off.
- B. Every reasonable effort shall be made by the Appointing Authority so that no nurse shall be scheduled for a combination of more than two (2) shifts during three (3) payroll periods.
- C. Nurses shall be scheduled to work no more than seven (7) consecutive calendar days except in emergencies, and nurses normally shall be scheduled for two (2) consecutive days off.
- D. Every reasonable effort shall be made by the Appointing Authority to establish work schedules that will provide nurses every other weekend off.

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

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

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

G. **Overtime Distribution - Continuous Operations.** Overtime shall be distributed to qualified nurses in the job classification(s) designated by the Appointing Authority in the order of bargaining seniority.

1. **On Duty Descending Order.** In the work unit, overtime shall be offered to the most senior qualified nurse in the work unit on duty and then to the next most senior qualified nurse on duty and on to the least senior qualified nurse on duty.
2. **Off Duty Descending Order.** The most senior qualified nurse off duty, who has previously indicated interest, shall be offered, subject to availability, the overtime shift.
3. **On Duty Ascending Order.** In the event no nurse in the work unit volunteers for overtime, the overtime shall be assigned to the least senior regularly scheduled qualified nurse on duty. However, a nurse who volunteers to fill an overtime shift shall be exempt from mandation on the subsequent shift unless he/she is the only qualified nurse available.
4. **Subsequent Overtime in Pay Period.** Subsequent overtime in the payroll period shall be assigned to the next least senior qualified nurse on duty.
5. **Emergencies.** Only in emergency situations shall nurses be assigned more than one (1) double (two consecutive shifts) in a payroll period.

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

Section 6. Extra Shifts for Part-Time Nurses.

A. Prior to Posting of the Work Schedule.

1. Unlimited part-time Registered Nurses are to be given preference over intermittents for additional shifts as follows:
2. As the work schedule is being developed and prior to its posting, if additional work shifts are available (i.e., beyond the designated number of

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

3. The supervisor will identify the number of shifts and the type of shifts (days, reliefs, and/or nights) available.
4. The Appointing Authority will develop a procedure to make available hours known to nurses. From this availability list, part-time nurses will be able to indicate their ability to work those shifts.
5. If no Registered Nurse volunteers or if no Registered Nurses are able to take additional shifts, or if not all the shifts are taken by the procedure in #4 above, the supervisor can then proceed to fill the available shifts with intermittent Registered Nurses.

B. Additional Shifts Within the Posted Schedule.

1. If a work shift becomes available and the assignment of that work shift to an unlimited part-time nurse would not require the Appointing Authority to pay a time and one-half (1-1/2) premium, the supervisor will give first preference for filling that shift with an unlimited part-time nurse, in accordance with #4 and #5 above.
2. If a work shift becomes available and the assignment of that work shift to an unlimited part-time nurse would require the Appointing Authority to pay a time and one-half (1-1/2) premium, the supervisor may proceed to fill that work shift with an intermittent temporary, intermittent emergency or intermittent seasonal Registered Nurse.
3. Nurses who obtained additional shifts as a result of this language shall not change appointment status for insurance eligibility.

Section 7. Overtime Rates.

- A. Nurses working in continuous operations having nurses scheduled for at least two (2) work shifts per day, shall receive overtime at the rate of time and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of the normal work day and normal work period as defined in Section 1 of this Article. However, such nurses in the classification RN Principal and Registered Nurse – Advanced Practice shall receive overtime at the straight time rate for all hours worked in excess of the normal work day and normal work period as defined in Section 1 of this Article, except that work on a holiday as defined by Article 6, shall be at the rate of time and one-half (1 1/2) times the regular rate of pay when specifically assigned to work by the Appointing Authority.
- B. Notwithstanding Section 1, nurses working in non-continuous operations shall receive overtime at a straight time rate when assigned to a project that is in addition to their normal duties or normal work load.
- C. **Continuous Operations.** Any nurse or group of nurses engaged in an operation for which there is regularly scheduled employment on a 24 hour a day, 7 day a week basis shall be known as continuous operation employees.
- D. **Non-Continuous.** All other nurses shall be considered as non-continuous employees.

Section 8. Compensatory Bank. Overtime remuneration at the appropriate rate may be made in either cash or compensatory time off or a combination of both at the discretion of the Appointing Authority giving due regard to the desires of the nurse. The 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. Compensatory time must be liquidated in cash prior to transferring to a new Appointing Authority.

Section 9. Work Schedules. Work schedules showing the shifts, days, and hours of all nurses shall be posted at least fourteen (14) calendar days in advance of their effective day of work. The supervisor and a nurse may mutually agree to reschedule days, shifts or hours of work. In addition, nurses may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor. If a schedule is posted late, the nurse shall be paid at the rate of time and one-half for all hours worked on days for which at least fourteen (14) calendar days notice is not given.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - HEALTH AND SAFETY

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

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

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

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

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

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

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

ARTICLE 6 - HOLIDAYS

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

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

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

	<u>Alternate Holiday on or Before:</u>
Friday, July 4, 2003 - Independence Day	November 1, 2003
Monday, September 1, 2003 - Labor Day	December 30, 2003
*Tuesday, November 11, 2003 - Veterans Day	March 10, 2004
Thursday, November 27, 2003 - Thanksgiving Day	March 26, 2004
*Friday, November 28, 2003 - Day after Thanksgiving	March 27, 2004
Thursday, December 25, 2003 - Christmas	April 23, 2004
Thursday, January 1, 2004 - New Year's	April 30, 2004
Monday, January 19, 2004 - Martin Luther King Day	May 18, 2004
*Monday, February 16, 2004 - Presidents Day	June 15, 2004
Monday, May 31, 2004 - Memorial Day	September 28, 2004
Monday, July 5, 2004 - Independence Day	November 2, 2004
Monday, September 6, 2004 - Labor Day	January 4, 2005
*Thursday, November 11, 2004 - Veterans Day	March 11, 2005
Thursday, November 25, 2004 - Thanksgiving Day	March 25, 2005
*Friday, November 26, 2004 - Day after Thanksgiving	March 26, 2005
Friday, December 24, 2004 - Christmas	April 23, 2005
Friday, December 31, 2004 - New Year's	April 30, 2005
Monday, January 17, 2005 - Martin Luther King Day	May 17, 2005
*Monday, February 21, 2005 - Presidents Day	June 21, 2005
Monday, May 30, 2005 - Memorial Day	September 27, 2005

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

	Alternate Holiday on or Before:
Friday, July 4, 2003 - Independence Day	November 1, 2003
Monday, September 1, 2003 - Labor Day	December 30, 2003
Tuesday, November 11, 2003 - Veterans Day	March 10, 2004
Thursday, November 27, 2003 Thanksgiving Day	March 26, 2004
Friday, November 28, 2003 - Day after Thanksgiving	March 27, 2004
Thursday, December 25, 2003 - Christmas (see Appendix K)	April 23, 2004
Thursday, January 1, 2004 - New Year's	April 30, 2004
Monday, January 19, 2004 - Martin Luther King Day	May 18, 2004
Monday, February 16, 2004 - Presidents Day	June 15, 2004
Monday, May 31, 2004 - Memorial Day	September 28, 2004
Sunday, July 4, 2004 - Independence Day	November 1, 2004
Monday, September 6, 2004 - Labor Day	January 4, 2005
Thursday, November 11, 2004 - Veterans Day	March 11, 2005
Thursday, November 25, 2004 - Thanksgiving Day	March 25, 2005
Friday, November 26, 2004 - Day after Thanksgiving	March 26, 2005
Saturday, December 25, 2004 - Christmas (see Appendix K)	April 24, 2005
Saturday, January 1, 2005 - New Year's	May 1, 2005
Monday, January 17, 2005 - Martin Luther King Day	May 17, 2005
Monday, February 21, 2005 - Presidents Day	June 21, 2005
Monday, May 30, 2005 - Memorial Day	September 27, 2005

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 who has completed six (6) months in state service 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.

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

Section 3. Holidays on Day Off. When any of the above holidays fall on a nurse's regularly scheduled day off, the nurse shall be granted an alternate holiday within one hundred twenty (120) calendar days from the date of the holiday. The supervisor and the nurse shall make an effort to agree to the date of the alternate holiday. If there is no agreement as to the date of the alternate holiday between the Appointing Authority and the nurse, the Appointing Authority shall select one (1) of four (4) days preferred by the nurse.

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

Notwithstanding the above, nurses employed on an academic school year basis shall be eligible for the Christmas and New Year's holiday provided they are in payroll status on the last scheduled workday prior to the Christmas break and on

the first scheduled workday following the break. A nurse is not entitled to holiday pay for any holiday occurring during the summer break unless actually on payroll status the day before and the day after the holiday. Any nurse who dies or is mandatorily retired on a holiday or a holiday weekend shall be entitled to be paid for the holiday(s).

Section 5. Holiday Pay. Holiday pay, including the floating holiday, shall be computed at the nurse's normal day's pay (i.e., the nurse's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Eligible nurses who normally work less than full-time shall have their holiday pay, including their floating holiday, pro-rated in accordance with the schedule set forth in Appendix A. Effective the date of approval of the Agreement by the Legislative Subcommittee on Employee Relations, such holiday pay will be in accordance with the schedule set forth in Appendix A1. However, eligible intermittent nurses shall receive holiday pay based on the number of hours worked during the payroll period in which the holiday occurred.

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

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

1. Paid in cash at time and one-half for all hours worked in addition to holiday pay provided for in Section 5 above; or,
2. Paid in cash at time and one-half for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 5 above. Such alternate holiday shall be granted and must be taken within one hundred twenty (120) calendar days immediately following the holiday worked. If there is no agreement as to the date of the alternate holiday between the Appointing Authority and the nurse, the Appointing Authority shall select one (1) of the four (4) days preferred by the nurse. Alternate holidays shall be liquidated prior to transferring to a new Appointing Authority.

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.

In the event that a nurse is normally scheduled to work on a shift designated as a holiday and it is determined by the Appointing Authority that there are more nurses available to work that shift than are necessary, the most senior nurses, at their request, in order of classification seniority and no less than seven (7) days prior to the scheduling date set forth in Article 4, Section 9, may elect or decline to work on the holiday shift until the number of nurses determined by the Appointing Authority to be necessary to work on that shift has been reached. This section also applies to nurses who do not have set scheduled days off. Notwithstanding the above, the procedure for working on the Christmas holiday as outlined in Article 6, Section 9, governs scheduling for the Christmas holiday.

Section 7. Religious Holidays. In accordance with M.S. 15A.22, any nurse who observes a religious holiday on a day which does not fall on a Sunday, a legal holiday or a holiday listed in Section 2 above, shall be entitled to that day off to observe the religious holiday. Such time off to observe religious holidays shall be

taken without pay except where the nurse has sufficient accumulated vacation leave or, by mutual consent, is able to make the time up. Nurses shall notify the Appointing Authority at least twenty-one (21) working days prior to the leave.

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

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

- A. Nurses who were scheduled and worked on the Christmas holiday, December 25 of an even-numbered year, may request and will be scheduled off the Christmas holiday, December 25 of the following odd-numbered year. Nurses who are scheduled and work on the Christmas holiday, December 25, of an odd-numbered year may request and will be scheduled off the Christmas holiday, December 25 of the following even-numbered year.
- B. Nurses who were scheduled off the Christmas holiday, December 25, of the even-numbered year will not be scheduled off the Christmas holiday, December 25, of the following odd-numbered year, until the nurse(s) in paragraph A above have exercised their option to be off. Nurses who are scheduled off the Christmas holiday, December 25 of the odd-numbered year, will not be scheduled off the Christmas holiday, December 25, of the following even-numbered year, until all the nurses in paragraph A above have exercised their option to be off.
- C. Vacation requests from nurses who were scheduled and worked the Christmas holiday, December 25 of the previous year, will be considered first over all other nurses for vacation on December 24 of the current year. Vacation requests from nurses who were scheduled and worked the afternoon shift on December 24 in the previous year will be considered second over all other nurses for vacation on December 24 of the current year. Requests for vacation from nurses defined above, must be received by November 1. Afternoon shift for purposes of this paragraph means a shift in which four (4) or more hours are worked between 1:00 p.m. and midnight.
- D. The Appointing Authority and the Association may mutually agree to alternative Christmas holiday schedules.

ARTICLE 7 - VACATION LEAVE

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

Section 2. Allowances. 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 18 years	7 1/2 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8 1/2 working hours
After 30 years	9 working hours

Eligible nurses 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. Length of service requirement shall only include a nurse's service in a vacation eligible status. This determination method shall not be used to change any Length of Service Requirements determined prior to July 9, 1975. Accrual dates shall not be adjusted for nurses on military leave.

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

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

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

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 a nurse's vacation at a time agreeable to the nurse insofar as adequate scheduling permits. If it is necessary to limit the number of nurses within a classification on vacation at the same time, and in the event there is a conflict among nurses over vacation periods which is not resolved by mutual agreement between the nurses, vacation schedules shall be established on the basis of the nurse making the earliest request for the vacation time. If the requests are made on the same day 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. No request may be submitted for a vacation period more than six (6) months in advance of this request. However, vacation requests of fourteen (14) consecutive days or longer may be submitted up to twelve (12) months in advance.

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

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

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

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

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

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

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

ARTICLE 8 - SICK LEAVE

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

Section 2. Sick Leave Accrual Rate.

- A. **Pay Period.** All eligible nurses shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire.
- B. **Not Full-Time.** Eligible nurses being paid for less than a full eighty (80) hour payroll period shall have their sick leave accrual pro-rated in accordance with the schedule set forth in Appendix C.

C. **Military Leave.** Nurses on a military leave under Article 10 shall earn and accrue sick leave as though actually employed, pursuant to M.S. 196.26.

D. **Workers' Compensation.**

1. 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.
2. When number of hours compensated is based solely on workers' compensation, there will be no sick leave accrual for that payroll period.
3. When number of hours compensated is less than eighty (80) for the payroll period by a combination of workers' compensation, vacation leave, and/or sick leave, then the sick leave accrual rate will be prorated according to the schedule set forth in Appendix C.

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

Section 4. Sick Leave Restoration Upon Reinstatement or Reappointment.

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

1. **Within One (1) Year of Service.** An eligible nurse who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the nurse's credit in the records of the Appointing Authority.
2. **After One (1) Year of Service But Not More Than Four (4) Years of Service.** An eligible nurse reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, have his/her accumulated but unused sick leave balance restored and posted to the nurse's credit in the records of the Appointing Authority.

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

1. **Severed Prior To November 25, 1998.** A nurse who receives severance pay prior to November 25, 1998, but returns to State service on or after November 25, 1998, and is reinstated or reappointed, shall have his/her sick leave balance restored at sixty (60) percent of the nurse's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours plus one hundred fifty (150) percent of the nurse's accumulated but unused sick leave bank).
2. **Severed On or After November 25, 1998.** A nurse who receives severance pay on or after November 25, 1998, shall have his/her sick leave balance restored at sixty (60) percent of the nurse's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours plus eighty seven and one-half (87½) percent of the nurse's accumulated but unused sick leave bank).

Section 5. Usage. A nurse shall be granted sick leave with pay as follows: Whenever practical, nurses shall submit written requests for sick leave to the Appointing Authority in advance of the period of absence. When advance notice

is not possible, nurses shall notify their supervisor by telephone or other means at the earliest opportunity.

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

1. For absences necessitated by illness, or disability; by a necessity for medical, chiropractic, or dental care; or
2. by exposure to contagious disease which endangers the health of other nurses, clients, or the public; or
3. by illness of a spouse, dependent children, or parent living in the same household of the nurse; or
4. illness of a minor child (whether or not the child lives in the same household of the nurse), for such reasonable periods as his/her attendance may be necessary; or
5. a pregnant nurse may also use sick leave during the period of time that her doctor or midwife certifies that she is unable to work because of the pregnancy.

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

1. Leave to arrange for necessary nursing care for members of the family or
2. birth or adoption of a child.

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

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

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

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

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

Section 7. Sick Leave Charges.

- A. Hours Scheduled to Work.** A nurse using sick leave shall be charged for only the number of hours the nurse was scheduled to work during the period of the nurse's sick leave.
- B. Use in Same Pay Period.** Sick leave hours shall not be used during the payroll period in which the hours are accrued.
- C. Incremental Use.** In no instance shall sick leave be granted for periods of less than one-half (1/2) hour except to permit utilization of lesser increments that have been accrued.

- D. **Holidays.** Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.
- E. **Paid Leave.** Sick leave accruals earned while on paid leave may be used by the nurse with the approval of a supervisor without returning to work prior to using of such accrued sick leave.
- F. **On the Job Injury.** Any nurse incurring an on the job injury shall be paid the nurse's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for nurses so injured shall not commence until the first scheduled work day following the injury.

Section 8. Severance Pay.

- A. **Calculation.** Severance pay shall be equal to forty (40) percent of the nurse's accumulated but unused sick leave balance up to nine hundred (900) hours and twelve and one-half percent (12.5%) of the remaining balance.
- B. **Eligibility.**
1. **Twenty (20) Years or More of State Service.** All nurses who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service.
 2. **Less than Twenty (20) Years of State Service.** Nurses with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age sixty-five (65); death; or layoff, except for seasonal layoffs.
 3. **After Ten (10) Years of State Service.** 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.

- C. **Severance Payout, Subsequent Reappointment, and Future Severance Eligibility.** 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:

1. the amount of accumulated but unused sick leave restored to the nurse's credit at the time the nurse was reappointed and
2. the amount of accumulated but unused sick leave at the time of the nurse's subsequent eligibility for severance pay.

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

ARTICLE 9 - INJURED ON DUTY

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

Treatment Centers, or the Minnesota Veterans Home who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person who is a resident or is in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the nurse's regular rate of pay and benefits paid under workers compensation, without deduction from the nurse's accrued sick leave. Such compensation shall be used prior to receiving workers' compensation benefits and/or to supplement workers' compensation benefits and shall not exceed an amount equal to two hundred forty (240) times the nurse's regular hourly rate of pay per disabling injury.

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

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

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

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

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

ARTICLE 10 - LEAVES OF ABSENCE

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

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

Section 2. Paid Leaves of Absence.

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

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

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

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

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

E. **Voting Time Leave.** Any nurse who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, 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.

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

G. **Administrative Leave.** The Appointing Authority may at its discretion place a nurse on paid administrative leave for up to thirty (30) calendar days where the nurse has been involved in a critical incident or where continued presence in the workplace poses a risk to the nurse or the organization. Upon placing a nurse on administrative leave, the Appointing Authority shall notify the nurse in writing of the basis for placing the nurse on such leave and the estimated duration of the leave. The Commissioner of Employee Relations may authorize the leave to be extended for a period not greater than thirty (30) calendar days, unless the Association has agreed to an extension(s) of longer

duration. It is the Appointing Authority's policy to return a nurse to active duty status as soon as is practical and prudent.

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

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

Section 3. Unpaid Leaves of Absence.

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

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

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

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

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

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

- D. **Military Leave.** Nurses shall be entitled to military leave of absence without pay as authorized by M.S. 192.261.
- E. **Personal Leave.** Leave may be granted to any nurse, upon request, for personal reasons.
- F. **Association Leave.** Upon the written request of the Association, nurses who are elected or appointed by the Association to serve on an Association Negotiating Team shall be granted reasonable time off for such purposes. Association Representatives or other nurses who may be elected or appointed

by the Association to perform certain duties for the exclusive representative on a daily basis, shall be granted such time off on a daily basis provided, the granting of such time off does not adversely affect the operations of the nurse's work unit.

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

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

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

- G. **Educational Leave.** Leave may be granted to any nurse for educational purposes.
- H. **Political Caucus or Convention.** Upon ten (10) days advance request, leave shall be granted to any nurse for the purpose of attending a political caucus/conventions.
- I. **Elder Care Leave.** Leave may be granted to any nurse for purposes of elder care.
- J. **Unpaid Administrative Leave.** At the Appointing Authority's discretion, a nurse may be placed on unpaid administrative leave when the nurse is unable to work because of the temporary absence of a license.

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

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

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

ARTICLE 11 - VACANCIES, FILLING OF POSITIONS

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

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

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

A. Hours of Work.

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

B. Appointment Status.

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

Section 4. Job Postings. When a vacancy occurs, the Appointing Authority shall post an announcement with the following information: the date of initial posting, the working title (if applicable), the classification and (class option, if any), a general description of duties, the requirements of the position, employment condition, the salary range, the work location, the shift or shifts (if applicable), the normal hours of work and the anticipated starting date on appropriate bulletin boards in the seniority unit where the vacancy exists for a minimum of ten (10) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority.

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

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

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

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

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

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

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

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

If the incumbent of a position which is reallocated to a higher classification existing at the time of the request receives a probationary appointment to the reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after 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.

Nurses may submit requests for job audits directly to the Department of Employee Relations.

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

Section 11. Probationary Period Duration.

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

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

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

C. Length of Probationary Period.

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

Intermittents and Less than Fifty (50) Percent Time Nurses. All probationary periods shall be one thousand forty-four (1044) working hours or

a maximum of one (1) year. Working hours shall include hours actually worked, excluding overtime. Working hours shall also include paid holidays, compensatory time off taken, and paid leave taken in increments of less than the employee's normal work day.

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

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

1. **Fifty (50) Percent or Greater Time Nurses.** Three (3) months.
2. **Intermittents and Less Than Fifty (50) Percent Time Nurses.** Five hundred twenty (520) working hours.

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

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

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

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

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

- A. **Serving Initial Probationary Period.** Probationary nurses serving an initial probationary period may have the Association process the grievance on discharge or non-certification to Step 3 of Article 16 (Grievance Procedure), but such grievances shall not be subject to the arbitration provision of this Agreement.
- B. **Subsequent Probationary Period.** Nurses who have permanent status in a nurse classification in the bargaining unit shall be given written reasons for non-certification in a subsequent probationary period in another classification. Any nurse who is not certified shall have the right to return to the position or another position in the same classification and option in the Seniority unit from which the nurse was transferred or promoted. These permanent status nurses who fail to be certified may have the Association process non-certification

grievances to Step 3 of Article 16 (Grievance Procedures), but such grievances shall not be subject to the arbitration provision of this Agreement. However, permanent status nurses may not be discharged without just cause.

ARTICLE 12 - SENIORITY

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

- A. **Classification Seniority.** "Classification Seniority" is defined as the length of continuous employment since the date of the nurse's initial probationary appointment to the classification within the bargaining unit and the department. Seniority is not accrued for time served in an emergency, provisional except as provided in E below, temporary or unclassified appointment. Seniority for Registered Nurses who previously worked in the Evaluator I class and are now working in the Evaluator II class, will have their seniority in these two (2) classifications merged. This means that seniority for the Evaluator II class will be combined with the duration of time spent in the Evaluator I class.
- B. **Departmental Seniority.** "Departmental Seniority" is defined as the nurse's length of continuous employment within a State department since the last date of entry into the State department. Seniority is not accrued for time served in an emergency, provisional except as provided in E below, temporary or unclassified appointment.
- C. **Bargaining Unit Seniority.** "Bargaining Unit Seniority" is defined as the nurse's length of continuous employment within the Bargaining Unit since the last date of entry into the Bargaining Unit. Seniority is not accrued for time served in an emergency, provisional except as provided in E below, temporary or unclassified appointment.
- D. **State Seniority.** "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire.
- E. **Continuous Employment.** "Continuous Employment" shall commence on the date a nurse begins to serve a probationary period.

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

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

Continuous employment shall include time on layoff.

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

Notwithstanding the above, seniority for nurses from Rochester State Hospital or any other State Regional Treatment Center/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 Regional Treatment Center/nursing home as though the continuous employment was earned in the new department.

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

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

ARTICLE 13 - LAYOFF AND RECALL

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

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

If there is no such vacancy, the Appointing Authority shall notify the nurse occupying the position that she/he is about to be laid off at least 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.

A. Bumps within thirty five (35) miles.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Layoff Lists.

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

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

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

Section 7. Recall.

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

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

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

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

ARTICLE 14 - PERSONNEL FILES

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

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

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

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

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

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

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

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

ARTICLE 15 - TERMINATION OF EMPLOYMENT, DISCIPLINARY ACTIONS

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

Section 2. Discipline.

A. **Procedure.** A nurse with permanent status in her/his current job classification shall be disciplined for just cause. Disciplinary action or measures shall include only the following: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, 4) demotion, and 5) discharge.

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

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

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

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

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

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

ARTICLE 16 - GRIEVANCE PROCEDURE

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

Section 2. Grievance Procedure.

- A. Step 1: Within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have knowledge of the event giving rise to the grievance, the Association representative shall arrange a meeting with the grievant's immediate supervisor with or without the grievant to resolve the grievance. A grievance shall be identified as such. The immediate supervisor's response to the grievance shall be given to the Association representative within fifteen (15) calendar days of said meeting.
- B. Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this procedure, the Association may within fifteen (15) calendar days after the immediate supervisor's response is given or due, whichever comes first, present the grievance in writing to the Appointing Authority's 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 the Agreement allegedly violated, and the relief requested. Within fifteen (15) calendar days after the Appointing Authority's representative receives the written grievance, the Appointing Authority's representative shall arrange a meeting with the Association Representative to resolve the grievance. The Appointing Authority's representative shall respond to the grievance in writing to the Association Representative(s) and the Association within fifteen (15) calendar days of the meeting.
- C. Step 3: If the grievance is not resolved to the satisfaction of the Association at Step 2 of this procedure, the Association may within fifteen (15) calendar days after the date on which the Appointing Authority 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 fifteen (15) 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(s) and the Association within fifteen (15) calendar days after the meeting.
- D. Step 4: If the grievance still remains unresolved the Association may within fifteen (15) calendar days after the response of the Appointing Authority or his/her designee is due request arbitration of the grievance, by written notice to the State Negotiator.

The arbitration proceedings shall be conducted by a three member Board of Arbitration composed of one (1) representative of the Association, one (1) representative of the Employer, and one (1) neutral member. The neutral member shall be selected by the parties within seven (7) calendar days after notice is given. If the parties fail to agree on the neutral member within the

said seven (7) day period, either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators. Each party shall have the right to alternately strike two (2) names from the list. If the parties fail to agree as to which party shall strike the first name, the decision shall be made by the flip of a coin.

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

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

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

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

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

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

Section 5. Arbitrator's Authority.

- A. The Board of Arbitration (or arbitrator) shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Board of Arbitration (or arbitrator) shall consider and decide only the specific issue submitted to them (or him/her) in writing by the Appointing Authority and the Association and shall have no authority to make a decision on any other

subject not so submitted to them (or him/her). The Board of Arbitration (or arbitrator) shall submit their (or his/her) decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the Board of Arbitration's (or arbitrator) interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the Board of Arbitration (or arbitrator) shall be final and binding on the Appointing Authority, the Association, and the nurses.

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

ARTICLE 17 - WAGES

Section 1. Salary Ranges. The salary ranges for classifications covered by this Agreement shall be those contained in the 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. Appointment above the Minimum on Entry into State Service. At the discretion of the Appointing Authority, the starting salary of a nurse appointed to a position covered by this Agreement may be fixed at any step of the assigned salary range. The decision to exceed the minimum step of the salary range shall be based upon the Employer's assessment of the applicant's education and other qualifications. The minimum entry salary for a nurse possessing a Baccalaureate degree in nursing or a related field as determined by the Appointing Authority shall be step 2 of the assigned salary range.

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

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

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

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

Section 4. 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 receipt of an Achievement Award shall not affect the timing of future progression increases. The number of achievement awards granted shall be limited each fiscal year to a maximum of thirty-five (35%) percent of the number of nurse positions in the seniority unit authorized at the beginning of that fiscal year, except that in seniority units of three (3) or fewer nurses, the Appointing Authority may grant one achievement award in each seniority unit.

Section 5. 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 6. 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 7. 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 8. Salary on Voluntary Demotion. A nurse who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the position in which case the nurse's salary shall be adjusted to the new maximum. However, a nurse may continue to receive a rate of pay in excess of the salary range maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

Section 9. Reallocation Downward. If a position is reallocated to a class in a lower salary range, and the salary of the nurse exceeds the maximum of the new range, the nurse shall be placed in the new class and shall retain his/her current salary. In addition, the nurse shall receive any across-the-board wage increase as provided by this Agreement.

Section 10. Shift Differential. 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 sixty-five (\$.65) cents per hour for all hours worked on that shift. Such shift differential shall be in addition to the nurse's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 11. 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 \$1.50/hour. In addition, nurses shall receive shift differential as provided in Section 10.

Section 12. 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. No work out of class assignment shall exceed beyond twelve (12) months.

Section 13. 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. This increase shall not affect the nurse's length of service in their current salary range.

Section 14. Health/Dental Premium Account. The Employer agrees to provide insurance eligible nurses with the option to pay for the nurse portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 15. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible nurses to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum of five thousand dollars (\$5,000) per insurance year.

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

Section 17. Deferred Compensation Plan. The Employer shall contribute to the deferred compensation plan under M.S. 352.96 for nurses covered by the Agreement. The Employer-paid contribution shall be in an amount matching nurse contributions on a dollar for dollar basis pursuant to M.S. 356.24. Such Employer-paid contribution shall not exceed one hundred and fifty dollars (\$150) during each fiscal year of the Agreement.

A nurse may choose to convert some or all of his/her compensatory time bank on September 21, 2004, and May 3, 2005 so long as the total hours converted in a fiscal year do not exceed forty (40).

Section 18. Health Care Savings Account. A mandatory MSRS Health Care Savings Account for each nurse except intermittents shall be established and funded by an employee contribution of fifty dollars (\$50.00) per month. Additionally, nurses who are eligible to receive severance pay in accordance with Article 8, Sick Leave, Section 6, shall have fifty percent (50%) of such severance pay put into the nurse's MSRS Health Care Savings Account.

ARTICLE 18 - INSURANCE

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

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

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

A. **Nurses - Basic Eligibility.** Nurses may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, or temporary, or intermittent nurses; (2) student workers hired after July 1, 1979; and (3) interns.

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

1. **Seasonal Nurses, Pre-7/1/77.** A seasonal nurse who was receiving an Employer Contribution prior to July 1, 1977, may continue to participate in the Group Insurance Program, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
2. **Part-time and Seasonal Nurses, Pre-4/1/67.** A part-time or seasonal nurse in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, may continue to participate in the Group Insurance Program.
3. **Nurses with a Work-related Injury/Disability.** A nurse who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a nurse receives workers' compensation payments or while the workers' compensation claim is pending.
4. **Totally Disabled Nurses.** Consistent with M.S. 62A.148, certain totally disabled nurses may continue to participate in the Group Insurance Program.
5. **Retired Nurses.** A nurse who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

1. **Spouse.** The spouse of an eligible nurse (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization,

he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.

2. **Children and Grandchildren.** An eligible nurse's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the nurse for support. The handicapped dependent shall be eligible to continue coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the nurse's prior Employer.

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

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

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

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

- e. a covered nurse's entitlement to Medicare.

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

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

1. Nurses who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
2. Nurses who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal nurses serving on less than a seventy-five (75) percent basis.
3. Part-time unlimited nurses anticipated to work at least sixty (60) hours per pay period in insurance eligible positions for three (3) months or who have worked at least sixty (60) hours per pay period in insurance eligible positions for three (3) months and who are anticipated to continue to work at that level in insurance eligible positions. If the nurse does not continue to meet this standard, the nurse's insurance eligibility status shall be changed to the appropriate level.

This language supersedes any DHS supplemental language in which hours worked under the Part-Time Hours Procedure do not count toward insurance eligibility status.

B. Partial Employer Contribution - Basic Eligibility. The following nurses covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the nurse's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for both employee only and dependent coverage.

1. **Part-time Nurses.** Nurses who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.
2. **Seasonal Nurses.** Seasonal nurses who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.

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

1. **Seasonal Nurses, Pre-7/1/77.** A seasonal nurse who was receiving an Employer Contribution prior to July 1, 1977 remains eligible for that contribution, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
2. **Part-time and Seasonal Nurses, Pre-4/1/67.** A part-time or seasonal nurse in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, remains eligible for that contribution. This exception does not affect eligibility for an Employer Contribution for dental coverage.
3. **Nurses on Layoff.** A classified nurse who receives an Employer Contribution, who has three (3) or more years of continuous service, and

who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended benefit eligibility period of six (6) months from the date of layoff. Rehire to a non-certified or temporary position will not extend this period.

4. **Work-related Injury/Disability.** A nurse who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such a nurse receives workers' compensation payments. If such nurse ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.
5. **Corrections Early Retirement Incentive.** Any nurse who attains the age of fifty five (55) after the effective date and before the expiration date of the contract and who, in the preceding three (3) years from their fifty-fifth (55th) birthday, was in a classification covered by the Correctional Early Retirement Plan may opt, during the pay period in which his/her fifty-fifth (55th) birthday occurs to take advantage of the early retirement incentive.

These nurses shall receive the employer paid portion of medical and dental insurance premiums paid by the employer in the pay period of their (55th) birthday for themselves and their dependents until the nurse attains the age of sixty-five (65). The monthly employer paid portion of the premium shall not increase by more than one hundred dollars (\$100) above the monthly amount paid by the employer in the pay-period of their fifty-fifth (55th) birthday over the period the nurse is receiving the Corrections Early Retirement Incentive.

Nurses exercising this option must be eligible for insurance coverage under the provision of this Article and shall be provided with health and dental insurance coverage which the nurse was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent agreement. Nurses eligible to receive an Employer Contribution for medical and dental coverage immediately prior to taking advantage of the early retirement incentive shall continue to receive an Employer Contribution as set forth below for themselves and their enrolled dependents until the nurse attains the age of sixty-five (65). A nurse who retires with no Employer Contribution for dependent coverage or who terminates dependent coverage following retirement, shall not subsequently be eligible for a contribution for dependent coverage. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.

Any nurse who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who is covered by the Correctional Pre-Fifty-five (55) Early Retirement Plan may opt during any pay period between that in which his/her fiftieth (50) birthday occurs through the pay period in which his/her fifty-fifth (55th) birthday occurs, to take advantage of the pre-fifty-five (55) early retirement incentive.

Nurses exercising this option must be eligible for insurance coverage under the provisions of this Article and shall be provided with health and dental insurance which the nurse was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Nurses eligible to receive an Employer Contribution for health

and dental coverage immediately prior to taking advantage of the early retirement incentive shall continue to receive an Employer Contribution as set forth below for themselves and their enrolled dependents until the nurse attains the age of sixty-five (65). A nurse who retires with no Employer Contribution for dependent coverage, or who terminates dependent coverage following retirement, shall not subsequently be eligible for a contribution for dependent coverage. Receipt of pre fifty-five (55) early retirement insurance benefits is contingent upon completion of all required forms and continued payment of the required premium.

Notwithstanding any changes in coverage in accordance with this or any subsequent agreement, the employer contribution for the pre-fifty-five early retirement incentive shall be equal to one hundred twenty (120) times the amount of the monthly employer contribution applicable to that nurse at the time of his/her retirement, divided by the number of months from the date of retirement until the employee attains the age of sixty-five (65).

D. Maintaining Eligibility for Employer Contribution.

1. **General.** A nurse who receives a full or partial Employer Contribution maintains that eligibility as long as the nurse meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to nurses who receive an Employer Contribution while on layoff as described in Section 3C3, or while eligible for workers' compensation payments as described in Section 3C4.
2. **Unpaid Leave of Absence.** If a nurse is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the nurse on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If a nurse is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the nurse shall nonetheless remain eligible for an Employer Contribution, provided that the nurse appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. A nurse who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

Section 4. Amount of Employer Contribution. For nurses eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2004. The Employer Contribution amounts and rules in effect on June 30, 2003 will continue through December 31, 2003.

A. Contribution Formula - Health Coverage.

1. **Nurse Coverage.** For nurse health coverage, the Employer contributes an amount equal to one hundred (100) percent of the nurse-only premium of the Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage.** For dependent health coverage for the 2004 and 2005 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

B. Contribution Formula - Dental Coverage.

1. **Nurse Coverage.** For nurse dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the nurse premium of the State Dental Plan, or the actual nurse premium of the dental plan chosen by the nurse.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the nurse.

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

Section 5. Coverage Changes and Effective Dates.

A. When Coverage May Be Chosen.

1. **Newly Hired Nurses.** All nurses hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible nurses will automatically be enrolled in basic life coverage. If nurses eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the nurse's residence at the beginning of the insurance year.
2. **Eligibility Changes.** Nurses who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If nurses do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the nurse's residence at the beginning of the insurance year.

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

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

also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

B. When Coverage May be Changed or Cancelled.

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

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

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
- c. A change in employment status of the nurse, or the nurse's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the nurse, the nurse's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.
- e. A change in the place of residence of the nurse, retiree or their spouse or dependent.
- f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
- g. Family Medical Leave Act (FMLA) leave.
- h. Judgments, decrees or orders.
- i. A change in coverage of a spouse or dependent under another Employer's plan.
- j. Open enrollment under the plan of another Employer.

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

l. A COBRA-qualifying event.

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

n. Entitlement to Medicare or Medicaid.

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

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

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

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

C. Effective Date of Coverage.

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

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

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

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

b. **Medical and Dental.** If a nurse is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or

medical disability of the nurse or dependent, medical and dental coverage will be effective on the first day of the nurse's return to work.

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

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

D. Open Enrollment.

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Open enrollment periods shall last a minimum of fourteen (14) calendar days each year of this Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement.
2. **Eligibility to Participate.** A nurse eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former nurse or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active nurses; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active nurses, but may not add dependent coverage.
3. **Materials for Nurse Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible nurses the information necessary to make open enrollment selections. Nurses will be provided a statement of their current coverage each year of the contract.

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

Section 6. Basic Coverages.

A. Nurse and Family Health Coverage.

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2003 through December 31, 2003, health coverage under the SEGIP will continue at the level in effect on June 30, 2003. Effective January 1, 2004,

Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

- a. **Benefit Options.** Nurses must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the nurse.
- 1) **Plan Administrator.** Nurses must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the nurse.
 - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Nurses and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Nurses and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
 - 3) **Primary Care Clinic.** Nurses and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the nurse. Nurses and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

4) Advantage Benefit Chart for Services Incurred During Plan Years 2004 and 2005.

2004-2005 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	\$30/\$60	\$80/\$160 in 2004 \$100/\$200 in 2005	\$280/\$560	\$500/\$1000
Office visit copay (copay waived for preventive services)	\$10	\$20	\$20	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Emergency room copay	\$50	\$50	\$50	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Facility copays ➤ Per inpatient admission ➤ Per outpatient surgery	\$50 \$25	\$150 \$75	\$400 \$150	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	0% (100% coverage after payment of deductible)	0% (100% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	30% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	30% for all services to OOP maximum after deductible
Copay for formulary/ non-formulary prescription drug plan	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary	\$15 formulary \$30 non-formulary
Maximum drug out-of-pocket limit (S/F)	\$600/\$1,200 in 2004 \$650/\$1,300 in 2005	\$600/\$1,200 in 2004 \$650/\$1,300 in 2005	\$600/\$1,200 in 2004 \$650/\$1,300 in 2005	\$600/\$1,200 in 2004 \$650/\$1,300 in 2005
Maximum non-drug out-of-pocket limit (S/F)	\$800/\$1,600 in 2004 \$1,000/\$2,000 in 2005	\$800/\$1,600 in 2004 \$1,000/\$2,000 in 2005	\$800/\$1,600 in 2004 \$1,000/\$2,000 in 2005	\$800/\$1,600 in 2004 \$1,000/\$2,000 in 2005

- b. Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative

procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

c. Services not requiring authorization by a primary care physician within the primary care clinic.

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

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

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

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

d. Prescription drugs.

1) **Copayments and annual out-of-pocket maximums.** For each year of the contract:
Formulary copayment: Fifteen dollar (\$15) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.

Non-formulary copayment: Thirty dollar (\$30) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of six hundred dollars (\$600) per person or one thousand two hundred dollars (\$1,200) per family in 2004 and six hundred fifty dollars (\$650) per person or one thousand three hundred dollars (\$1,300) per family in 2005.

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

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

4) **Special Coverage for "Grandfathered Diabetic Group"**. For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:

- Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.

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

- 1) Mental health services – inpatient or outpatient.
- 2) Chemical dependency services – inpatient and outpatient.
- 3) Chiropractic services.
- 4) Transplant coverage.
- 5) Cardiac services.
- 6) Home infusion therapy.
- 7) Hospice.

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

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

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

- 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
- 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
- i. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum.
 - 1) **Plan Year 2004.** Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.
 - 2) **Plan Year 2005.** Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand dollars (\$1,000) per person or two thousand dollars (\$2,000) per family.
3. **Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the 2005 insurance year shall be negotiated in accordance with the following procedures:
 - a. At least twelve (12) weeks prior to the open enrollment period for the 2005 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
 - b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2004 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

 Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.
 - c. The decision of the neutral shall be issued within two (2) working days after the hearing.
4. **Coordination with Workers' Compensation.** When a nurse has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the nurse's health plan, pursuant to M.S. 176.191, Subdivision 3.

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

Develop programs.

- 1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.
 - 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.
- b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State nurses and their dependents.
- c. **Nurse participation.** The Employer will assist nurses' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the nurse's absence and the availability of funds. Nurses are eligible for release time, tuition reimbursement, or a pro rata combination of both. Nurses may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Nurses may be granted release time, including the travel time, in lieu of reimbursement.
- d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for nurses who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

B. Nurse Life Coverage.

1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all nurses eligible for an Employer Contribution, as described in Section 3. Any premium paid by the

State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A nurse may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

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

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

Section 7. Optional Coverages.

A. Nurse and Family Dental Coverage.

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

Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.

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

- a. **Copayments.** Effective January 1, 2004, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

B. Life Coverage.

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

life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

2. **Spouse.** A nurse may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new nurse may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. A nurse who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
3. **Children/Grandchildren.** A nurse may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). For a new nurse, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. A nurse who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Accelerated Life.** The additional nurse, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event a nurse becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the nurse had at the time of disability.
6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a nurse who has carried optional nurse life insurance for the five (5) consecutive years immediately preceding the date of the nurse's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional nurse life insurance in force during that five (5) year period. The nurse's post-retirement death benefit shall be effective as of the date of the nurse's retirement or the nurse age sixty-five (65), whichever is later. Nurses who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional nurse life insurance to age sixty-five (65) in order to remain eligible for the nurse post-retirement death benefit.

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

spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

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

C. Disability Coverage.

1. **Short-term Disability Coverage.** A nurse may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a nurse's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new nurse, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For a nurse who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.
2. **Long-term Disability Coverage.** New nurses may enroll in long-term disability insurance by their initial effective date of coverage. Nurses who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. The terms are the same as for nurses who wish to add/increase during the annual open enrollment. During open enrollment only, a nurse may purchase long-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, based on the nurse's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Nurses should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the nurse becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

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

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

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

ARTICLE 19 - MANAGEMENT RIGHTS

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

ARTICLE 20 - RELOCATION EXPENSES

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

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

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

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

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

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

- A. **Travel Status.** Nurses eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week while being lodged at their new station, or by mutual agreement between the nurse and the Appointing Authority, travel between their original work station and their new work station on a daily basis. At the discretion of the Appointing Authority, the ninety (90) calendar day period may be extended up to an additional ninety (90) calendar days. If the first option is used, standard travel expenses for the nurse's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the travel status period.
- B. **Realtor's Fees.** Realtor's fees for the sale of the nurse's domicile, not to exceed \$10,000, shall be paid by the Appointing Authority.
- 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 \$1785.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the nurse's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 21 (Expense Allowances), or other direct costs associated with rental 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 21 - EXPENSE ALLOWANCES

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

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

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

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

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

Section 2. Automobile Expense.

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

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

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

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

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

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

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

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

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

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

Section 4. Overnight Travel. Nurses in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their 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.

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

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

A. **Breakfast.** Breakfast reimbursements may be claimed only if the nurse is on assignment away from her/his 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 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.

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:

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

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

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

The metropolitan areas are:

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

For the Baltimore metropolitan area, the maximum reimbursement shall be:

Breakfast	- \$ 9.00
Lunch	- \$11.00
Dinner	- \$18.00

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

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

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

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

ARTICLE 22 - BULLETIN BOARDS

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

ARTICLE 23 - CAREER DEVELOPMENT

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

A. **Development Defined.** Nurse development is an on-going process intended to help nurses attain and maintain a quality of job performance that meets the

needs of the State and the career objectives of individual nurses. Development includes a variety of planned, purposeful activities and experiences designed to improve and/or increase the skills, knowledge and abilities of nurses. Typical activities and experiences include project assignments, task force assignments, supervisory coaching, internal job assistance, orientation, job rotation, interchanges, classroom instruction and independent study.

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

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

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

1. **Job Assignment:** The nurse is assigned by the department to participate as a specific work assignment, or as specifically requested by the supervisor. The nurse must participate in order to carry out the basic responsibilities of the job.
2. **Employee Initiated:** At the discretion of the department head and/or delegated authority, nurses may be allowed to participate in non-assigned programs to meet specific training and development needs. Participation in these programs must be beneficial to both the organization and the nurse.

Training Procedures.

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

Nurses may be allowed to participate in programs up to 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.

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

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

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

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

- C. **Leaves of Absence for Training**. Leaves of absence may be granted to nurses for work related programs consistent with the training and development policy of the State. Nurses may be granted leave with or without pay, depending on the nature and length of the training program, as well as the benefits to the State. Leave of absence with pay shall be approved by the Commissioner of 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 24 - NO STRIKE OR LOCKOUT

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

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

ARTICLE 25 - ASSOCIATION MEETINGS WITH THE APPOINTING AUTHORITY OR DEPARTMENT

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

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

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

ARTICLE 26 - WORK RULES

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

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

ARTICLE 27 - SAVINGS CLAUSE

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

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

ARTICLE 28 - NURSE DRUG TESTING

1. INTRODUCTION

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

2. DEFINITIONS

- A. **"Confirmatory Testing" and "Confirmatory Retest"** mean a drug or alcohol test that uses a method of analysis approved by the Commissioner of Health as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
- B. **"Drug"** means a controlled substance as defined in Minnesota Statutes 152.01, subd. 4.
- C. **"Drug and Alcohol Testing", "Drug or Alcohol Testing", and "Drug or Alcohol Test"**, mean analysis of a body component sample approved by the Commissioner of Health, including blood and urine, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- D. **"Initial Screening Test"** means a drug or alcohol test which uses a method of analysis approved by the Commissioner of Health as being capable of providing data as to general classes or drugs, alcohol, or their metabolites.
- E. **"Positive Test Result"** means a finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold deduction levels set by the Commissioner of Health by rule.
- F. **"Under the Influence"** for the purpose of testing, means having the presence of a drug or alcohol at or above the level of a positive test result.
- G. **"Probable Cause"** means first hand observations or reliable information that the nurse is under the influence of drugs or alcohol, or is unlawfully manufacturing, distributing, dispensing, possessing, transferring or using a controlled substance.
- H. **"Valid Medical Reason"** means, 1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the nurse as the person for whose use it is intended; and, 2) the drug was prescribed, administered, and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes 152.12; and, 3) the drug was used in accord with the terms of the prescription. Use of any over the counter medication in accord with the terms of the product's directions for use shall also constitute a valid medical reason.

3. PERSONS SUBJECT TO TESTING

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

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. Probable Cause Testing.

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

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

5. REFUSAL TO UNDERGO TESTING

- A. **Right to Refuse:** Employees have the right to refuse to undergo drug and alcohol testing. If a nurse refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, no such test shall be given.
- B. **Consequences of Refusal:** If any nurse refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, the nurse may be subject to possible discipline or discharge.

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

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

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

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

6. PROCEDURE FOR TESTING

- A. **Notification Form:** Before requesting a nurse to undergo drug or alcohol testing, the Appointing Authority shall provide the individual with a form on which to 1) acknowledge that the individual has seen a copy of the Appointing Authority's drug and alcohol testing policy, and 2) indicate consent to undergo the drug and alcohol testing. This shall be done on the Drug and Alcohol Screen Exam Consent Form. Upon request and whenever practicable, the nurse is entitled to an Association Representative at the point the Appointing Authority requests or requires the nurse to be tested.
- B. **Test Sample:** The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to nurses to the extent of practicable, consistent with preventing tampering with the sample, and shall conform with applicable rules of the Commissioner of Health. All test samples shall be obtained by or under the direct supervision of a health care professional from a medical facility of the Appointing Authority's selection. However, such facility cannot be a state owned or operated medical facility.
- C. **Identification of Samples:** Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be

immediately labeled with the subject's social security number, be initialed by the subject, and be signed and dated by the person witnessing the sample.

- D. **Chain of Custody:** The Appointing Authority shall maintain a written record of the chain of custody of the sample and ensure proper handling thereof, and comply with the rules adopted by the Commissioner of Health pertaining to chain of custody; until the rules are adopted by the Commissioner, the written record shall include a signature of each person accepting transfer of the sample, the date and time of the transfer, and a notation about the condition of the seal at the time of the transfer.
- E. **Laboratory:** All drug or alcohol testing shall use the services of a testing laboratory licensed by the Commissioner of Health or qualifying under the transitional laboratory requirements set forth in Minnesota Statutes; however no test shall be conducted by a testing laboratory owned and operated by the state.
- F. **Methods of Analysis:** The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol test results including standards for initial screening tests and confirmatory tests. The method of analysis shall use immuno-chemical technology or chromatography for initial screening tests, and confirmation must be gas chromatography/mass spectrometry, except that where gas chromatography/mass spectrometry is not the scientifically accepted method of choice, the test must be confirmed by a method using some form of chromatography.
- G. **Retention and Storage:** Retention and storage procedures shall comply with the rules adopted by the Commissioner of Health, and all samples that produced a positive test result shall be retained and properly stored for at least six months.
- H. **Test Report:** The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report to the Appointing Authority within three working days after obtaining the final test result.

7. RIGHTS OF EMPLOYEES

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

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

- d. The right to submit information to the Appointing Authority within three working days after notice of a positive test result to explain that result;
- e. The right of a nurse, for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test required by the Appointing Authority, not to be discharged unless the following conditions have been met:

- 1) The Appointing Authority has first given the nurse an opportunity to participate in, at the nurse's expense or pursuant to coverage under a nurse benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
- 2) the nurse has either refused to participate in the counseling or rehabilitation program, or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

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

- f. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;
- g. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Appointing Authority concerning the reliability of, or explanation for, a positive test result unless the nurse was under an affirmative duty to provide the information before, upon or after hire;
- h. The right to access to information in the subject's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports on acquired information;
- i. The right of a nurse who has made a timely request for a confirmatory retest to suffer no adverse personnel action if the confirmatory retest does not confirm the result of the original confirmatory test, using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

8. ACTION AFTER TEST

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

- a. The nurse will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the Appointing Authority has a chemical dependency or abuse problem, the employer will give the nurse an opportunity to participate in, at the nurse's expense, or pursuant to coverage under a nurse benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If the nurse either refuses to participate in the counseling or rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion, or by a positive test result on a confirmatory test after completion of the program, the employer may discharge the nurse.
- b. Nothing in this policy limits the right of the Appointing Authority to discipline or discharge a nurse on grounds other than a positive test result in a confirmatory test.

9. DATA PRIVACY

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

10. DRUG AND ALCOHOL SCREEN EXAM CONSENT FORM

Employee Name _____ Social Security No. _____

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

Name of Supervisor/Agent Requesting Exam _____

Name of Appointing Authority or Designee Authorizing Testing _____

Medical Consent:

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

Authorization to Release Information:

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

Acknowledgment:

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

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

Witnessed By: _____

Employee's Signature _____

Dated: _____ Dated: _____

ARTICLE 29 - NON-DISCRIMINATION

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

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

ARTICLE 30 - ADA/WORKERS' COMPENSATION

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

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

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

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

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

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

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

ARTICLE 31 - DURATION

The provisions of this Agreement take the place of all previous Agreements and shall become effective the ___ day of _____, 2004, subject to the ratification by the Eighty-Third (83rd) Session of the Legislature or during the interim, the acceptance by the Legislative Subcommittee on Employee Relations and shall remain in full force and effect through the 30th day of June, 2005.

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:

SIGNED

Rebecca Schoeller
Co-Chair Person

SIGNED

Chris Eaton
Co-Chair Person

SIGNED

Linda Lange
MNA Labor Relations, Staff Specialist

FOR THE EMPLOYER:

SIGNED

Cal R. Ludeman
Commissioner

SIGNED

Paul Larson
Deputy Commissioner

SIGNED

Sandi Blaeser
Labor Relations Representative
Principal

2003 MINNESOTA NURSES ASSOCIATION NEGOTIATING TEAM:

Mark Gilbertson
Chris Eaton
Rebecca Schoeller
Robin Buchanan
Don Cyr
B.J. Johnson
Sandra Christle
Linda Tisdell
Valerie Annen
Mary LaChapelle
Becky Romosz

Ah-Gwah-Ching
Anoka Regional Treatment Center
Anoka Regional Treatment Center
Brainerd Regional Human Services Center
Brainerd Regional Human Services Center
Department of Corrections
Department of Health
Department of Health
St. Peter Regional Treatment Center
Veterans Home
Willmar Regional Treatment Center

APPENDIX A

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

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 A1 - HOLIDAYS

Eligible nurses who normally work less than full-time and eligible intermittent employees and temporary nurses shall have their holiday pay prorated on the following basis.

Table 1: For pay periods containing one holiday:

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

Table 2: For pay periods containing two holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4	0
At least 4, but less than 12	1
At least 12, but less than 20	2
At least 20, but less than 28	3
At least 28, but less than 36	4
At least 36, but less than 44	5
At least 44, but less than 52	6
At least 52, but less than 60	7
At least 60	8

Table 3: For pay periods containing three holidays:

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

**These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

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

APPENDIX B

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

HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	0	0	0	0	0
At least 9-1/2, but less than 19-1/2	3/4	1	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19-1/2, but less than 29-1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4
At least 29-1/2, but less than 39-1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39-1/2, but less than 49-1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49-1/2, but less than 59-1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59-1/2, but less than 69-1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69-1/2, but less than 79-1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79-1/2	4	5	7	7-1/2	8	8-1/2	9

APPENDIX C - SICK LEAVE (effective November 25, 1998)

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

HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD
(Effective November 25, 1998)

<u>Number of Hours Worked During Pay Period</u>	<u>Number of Hours Accrued</u>
Less than 9½	0
At least 9½, but less than 19½	.75
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1.5
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2.5
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3.5
At least 79½	4

APPENDIX D
UNIT 205 MNA NURSES
CLASSES AND SALARIES AS OF JULY 1, 2003

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002393	Nurse Specialist	5A	205	57J	24.11	32.77	4,195	5,702	50,342	68,424
000478	Nursing Education Specialist	5A	205	57J	24.11	32.77	4,195	5,702	50,342	68,424
001612	Nursing Evaluator 1	5A	205	52H	18.54	23.03	3,226	4,007	38,712	48,087
001613	Nursing Evaluator 2	5A	205	54M	20.43	31.03	3,555	5,399	42,658	64,791
001047	Public Health Nursing Adv Sr	5A	205	57J	24.11	32.77	4,195	5,702	50,342	68,424
000570	Public Health Nursing Advisor	5A	205	56J	22.24	30.41	3,870	5,291	46,437	63,496
001878	Registered Nurse	5A	205	53O	18.62	29.61	3,240	5,152	38,879	61,826
003610	Registered Nurse Advanced Prac	5A	205	58G	29.95	37.08	5,211	6,452	62,536	77,423
001881	Registered Nurse Principal	5A	205	57J	24.11	32.77	4,195	5,702	50,342	68,424
001880	Registered Nurse Senior	5A	205	54M	20.43	31.03	3,555	5,399	42,658	64,791

APPENDIX D
Compensation Grid 5A / Unit 205 MNA Nurses
Ranges 52 - 58
Effective 07/01/2003 - 06/30/2005

COMP CODE		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
STEP		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
RANGE																
52	YR	38,712	40,027	41,259	42,616	43,890	45,163	46,646	48,087	49,381	52,054					
	MO	3,226	3,336	3,438	3,551	3,657	3,764	3,887	4,007	4,115	4,338					
	HR	18.54	19.17	19.76	20.41	21.02	21.63	22.34	23.03	23.65	24.93					
53	YR	38,879	40,048	41,238	42,992	44,683	46,416	47,732	49,193	51,720	53,641	55,123	56,251	57,712	59,738	61,826
	MO	3,240	3,337	3,437	3,583	3,724	3,868	3,978	4,099	4,310	4,470	4,594	4,688	4,809	4,978	5,152
	HR	18.62	19.18	19.75	20.59	21.40	22.23	22.86	23.56	24.77	25.69	26.40	26.94	27.64	28.61	29.61
54	YR	42,658	43,932	45,685	47,586	49,569	51,615	53,223	54,831	57,754	60,343	61,888	63,078	64,791		
	MO	3,555	3,661	3,807	3,965	4,131	4,301	4,435	4,569	4,813	5,029	5,157	5,257	5,399		
	HR	20.43	21.04	21.88	22.79	23.74	24.72	25.49	26.26	27.66	28.90	29.64	30.21	31.03		
55	YR	44,850	46,562	48,295	49,924	51,594	53,307	55,207	57,023	59,049	60,865					
	MO	3,738	3,880	4,025	4,160	4,300	4,442	4,601	4,752	4,921	5,072					
	HR	21.48	22.30	23.13	23.91	24.71	25.53	26.44	27.31	28.28	29.15					
56	YR	46,437	48,170	49,903	51,615	53,432	55,186	57,044	59,007	61,053	63,498					
	MO	3,870	4,014	4,159	4,301	4,453	4,599	4,754	4,917	5,088	5,291					
	HR	22.24	23.07	23.90	24.72	25.59	26.43	27.32	28.26	29.24	30.41					
57	YR	50,342	52,221	54,246	56,125	58,109	60,155	61,972	63,955	65,897	68,424					
	MO	4,195	4,352	4,521	4,677	4,842	5,013	5,164	5,330	5,491	5,702					
	HR	24.11	25.01	25.98	26.88	27.83	28.81	29.68	30.63	31.56	32.77					
58	YR	62,536	64,791	67,087	69,530	72,057	74,709	77,423								
	MO	5,211	5,399	5,591	5,794	6,005	6,226	6,452								
	HR	29.95	31.03	32.13	33.30	34.51	3578	37.08								

YR - YEARLY SALARY RATE

MO - MONTHLY SALARY RATE

HR - HOURLY SALARY RATE

APPENDIX E

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

***Board of Nursing**

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

- *Minnesota Correctional Facility - Faribault
- *Minnesota Correctional Facility - Lino Lakes
- *Minnesota Correctional Facility - Oak Park Heights
- *Minnesota Correctional Facility - Red Wing
- *Minnesota Correctional Facility - Rush City
- *Minnesota Correctional Facility - Shakopee
- *Minnesota Correctional Facility - St. Cloud
- *Minnesota Correctional Facility - Stillwater
- *Minnesota Correctional Facility - Thistledeew Camp, Togo
- *Minnesota Correctional Facility - Willow River/Moose Lake

Children, Families and Learning, Department of

- *Minnesota Academy for the Deaf

***Health, Department of**

Human Services, Department of (each facility is a seniority unit)

- *Ah-Gwah-Ching Center
- *Anoka Metro Regional Treatment Center
- *Brainerd Regional Human Services Center
- *Cambridge Regional Human Services Center
- *Central Office - DHS
- Eastern Minnesota State Operated Community Services (EMSOCs)
- *Fergus Falls Regional Treatment Center
- Minnesota Extended Treatment Operations (METO)
- *Moose Lake State Operated Services, including Minnesota Sexual Psychopathic Personality Treatment Center
- *St. Peter Regional Treatment Center
- *Willmar Regional Treatment Center

MnSCU - 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

MnSCU - State University System (each university is a seniority unit)

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

MnSCU - Technical College System (each college is a seniority unit)

Alexandria Technical College
Anoka Hennepin Technical College
Central Lakes College
Dakota Technical College
Hennepin Technical College
Lake Superior College
Minneapolis Technical College
Minnesota Riverland Technical College - Austin (including Blooming Prairie, Hayfield, Southland in Adams, and Leroy-Ostrander)
Minnesota Riverland Technical College - Faribault (including Faribault Correctional Facility, Kenyon and Owatonna)
Minnesota Riverland Technical College - Rochester (including Kingsland in Spring Valley, Lewiston, Red Wing and Spring Grove)
Northeast Metro Technical College (all campuses)
Northland College
Northwest Technical College - Bemidji (including Regional Office)
Northwest Technical College - Detroit Lakes
Northwest Technical College - East Grand Forks
Northwest Technical College - Moorhead
Northwest Technical College - Wadena
Pine Technical College (all campuses)
Range Technical College - Eveleth
Range Technical College - Hibbing
Red Wing/Winona Technical College - Red Wing
Red Wing/Winona Technical College - Winona
St. Cloud Technical College
St. Paul Technical College
South Central Technical College - Albert Lea
South Central Technical College - Mankato
South Central Technical College - Canby
South Central Technical College - Granite Falls (including Appleton and Marshall)
South Central Technical College - Jackson (including Worthington)
South Central Technical College - Pipestone (including Cottonwood River Co-op in Springfield)
Willmar/Hutchinson Technical College - Hutchinson
Willmar/Hutchinson Technical College - Willmar

*Transportation, Department of

*Veterans Home - Fergus Falls

*Veterans' Home - Hastings

*Veterans' Home - Luverne

*Veterans' Home - Minneapolis

*Veterans' Home - Silver Bay

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

APPENDIX F - STATUTORY LEAVES

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

3.088	Leave of Absence to Serve as a Legislator or For Election to a Full-time City or County Office
15.62	Athletic Leave of Absence
43A.185	Disaster Volunteer Leave
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
181.946	Leave for Civil Air Patrol Service
192.26, 192.261	Military Service Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
202A.19	Precinct Caucus Leave
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative

APPENDIX G - COMMITTEE ON PROFESSIONAL NURSING CONCERNS

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

The purpose of the committee shall be to meet and confer on professional nursing issues regarding the Employer's policies concerning the health and safety of nurses, professional obligations of nurses, licensing matters and other policies and procedures under M.S. 179A.16(4).

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

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

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

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

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

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

A. Local Committees

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

The Committee shall:

1. Discuss how nurses can identify quality of care issues.
2. Discuss how nurses can influence changes in policy and practices.
3. Identify mechanisms within the facility to recognize the full utilization of nurses' roles.
4. Adequate staffing.

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

B. Departmental Committee

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

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

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

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

ARTICLE I

No Layoff Agreement

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

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

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interests of affected State nurses under the re-structuring. These terms shall be part of the collective bargaining Agreements between parties and shall be implemented through the master and supplemental Agreements.

1. As a result of changes in the department's service delivery system, no nurse of a State-operated treatment center or nursing home except a temporary nurse or emergency nurse shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited nurses shall not be involuntarily reduced. The hours of work of part-time nurses shall not be involuntarily reduced below their current level of Employer paid insurance contributions. Within sixty (60) days of the execution of this agreement, the parties will meet and negotiate regarding the status of intermittent nurses. Following these negotiations, the employment condition of intermittent nurses shall be changed, if appropriate. Intermittent nurses who are laid off shall retain rights under their normal separation procedures.
2. Reduction in nurse numbers will be made through normal attrition and through the provisions detailed in the nurse mitigation to layoff section of this agreement.
3. Nothing in the Agreement shall be interpreted as entitling a nurse to lifetime employment or as protecting a nurse against discharge for just cause.
4. Employees of the department who move to State operated community based facilities in accord with the re-structuring proposal will be guaranteed collective bargaining rights as applicable under M.S. 179A and other rights under M.S. 43A, M.S. 352, and M.S. 354.
5. Training and re-training of staff who, as a result of re-structuring, fill a position in a state operated community based facility, or staff who fill a position within a facility, or between facilities, will be the responsibility of the department. The department will make every reasonable effort to coordinate training and re-training with public institutions or post-secondary education.
6. Procedures for notifying nurses affected by the re-structuring plans will be negotiated into the collective bargaining agreements or supplemental agreements.
7. Any dispute concerning the interpretation, application or meaning, and relationship to the terms of the respective master or supplemental agreements

must be resolved by the grievance/arbitration procedures of the appropriate agreements. The terms of the Memorandum are non-precedential.

8. Every effort will be made to communicate openly and have common understanding between the State and labor organizations affected by the re-structuring plan, including the establishment of joint labor and management committees.
9. The term of this Agreement for each facility extends until the completion of the re-structuring at that facility.

EMPLOYEE MITIGATION TO LAYOFF SECTION:

For nurses whose positions will be eliminated by implementation of the department's re-structuring plan, a number of options will be offered. If a nurse's position is to be eliminated, the following will be simultaneously presented to the nurse:

1. job and training opportunities;
2. enhanced separation options;
3. normal separation including recall rights.

In order to reduce involuntary separations otherwise necessary, the most senior nurse within a class shall be offered the choice of one of the available options before less senior nurses. At the time an offer is made, the nurse may select from the options available. Selection of the enhanced separation or normal separation packages preclude exercising any other option. The nurse who selects from job and training opportunities [items 1.1 - 1.7] shall choose from all available job and training opportunities.

Once such a selection has been made, the nurse is precluded from exercising another option from items 1.1 - 1.7 at a later time, unless the nurse's position is subsequently eliminated as a result of re-structuring. A nurse who selected the job and training opportunities shall be guaranteed at least one job and training opportunity.

JOB AND RE-TRAINING OPPORTUNITIES:

- 1.1 A position of comparable duties and same pay within the same employment condition and within the same Regional Center.
- 1.2 A position in a State operated community based residential or day habilitation services or a position in the technical support group for those services. Such positions could be of comparable duties and same pay and within the same employment condition. Relocation expenses will be paid by the employer.
- 1.3 A position which the parties agree can best be filled by upgrading existing staff and for which the employer agrees to pay the cost of necessary training or certification.
- 1.4 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in pay) and the subsequent offer of that job within the same or another Regional Treatment Center or State nursing home. Relocation expenses will be paid by the Employer.
- 1.5 A position of comparable duties and same pay, within the same employment condition, at another state agency within a reasonable commuting distance.

- 1.6 A position of comparable duties and same pay, within the same employment condition at another state agency or Regional Treatment Center. Relocation expenses will be paid by the Employer.
- 1.7 A position at any State agency pursuant to the activation of M.S. 246.60 by the Commissioner of Employee Relations and Administration. Relocation expenses will be paid by the employer.

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

ENHANCED SEPARATION PACKAGE:

- 2.1 Retirement, with Employer paid insurance benefits as negotiated under Chapter 605 (1988 Session Laws); or
- 2.2 In addition to benefits provided under collective bargaining agreements, a one-time enhanced payment not to exceed \$7500, based on 5% of the nurse's base salary or wage, not to exceed \$1250.00 multiplied by the number of years of State service. For nurses selecting this option, the department agrees not to contest any unemployment insurance determination; or,
- 2.3 In lieu of the one-time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the nurse would be entitled.

A nurse electing the enhanced separation options waives his/her recall rights under the collective bargaining agreements.

NORMAL SEPARATION PACKAGE:

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

Tuition Waiver

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

Full-time unlimited and seasonal, and part-time unlimited and seasonal nurses, upon completion of three (3) consecutive years of service in the State University System, shall be entitled to enroll on a space available basis in courses at any university in the System without payment of tuition and fees (except laboratory and special course fees). Such enrollment shall not exceed twenty-four (24) credits for a year, running from summer session through spring quarter. The nurse's spouse or dependent children may share this right within the limit established above with waiver of tuition only.

If the Association chooses to participate in this tuition waiver provision, the following modifications to the 1989-1991 collective bargaining agreement shall apply following the effective date of the Agreement:

Article 6, Holidays, Section 2 shall be modified as follows: Nurses shall not be eligible for the Floating Holiday.

Article 7, Vacation Leave shall be modified as follows: Nurses shall not be eligible for the floating vacation cap. Nurses may accumulate unused vacation leave to a maximum of two hundred sixty (260) hours.

The State University and the Association shall meet and confer to determine the academic quarter in which the provision takes effect.

MEMORANDUM OF UNDERSTANDING
between the
STATE OF MINNESOTA
and the
MINNESOTA NURSES ASSOCIATION

This Memorandum of Understanding is made and entered into this 29th day of July, 1997, by and between the State of Minnesota and its Department of Human Services (hereinafter "Employer") and the Minnesota Nurses Association (hereinafter "Association").

Whereas, certain nurses (hereinafter "affected nurses") within the Department of Human Services who had been certified in their classifications were reallocated downward as a result of a classification study in 1996, and

Whereas, the reallocations downward included moves from Registered Nurse Senior to Registered Nurse, Registered Nurse Principal to Registered Nurse Senior, and Registered Nurse Principal to Registered Nurse, and

Whereas, the parties' 1995 - 1997 Collective Bargaining Agreement does not provide the affected nurses with any recall rights to formerly held, higher classifications, and

Whereas, the reallocations downward were unrelated to the quality of the affected nurses' performance, and

Whereas, the parties mutually agree that it is fully appropriate that nurses affected by such reallocation downward should have an opportunity to return to their formerly held classification in which they had been certified.

Now, therefore, the parties agree as follows:

1. Notwithstanding Article 13, Section 6A of the Collective Bargaining Agreement, each affected nurse shall be placed on the Seniority Unit Layoff List for the seniority unit and higher classification from which the nurse was reallocated downward, subject to all the other conditions of Article 1e, Section 6A, provided the nurse had been certified in said classification prior to the reallocation downward.
2. Each affected nurse shall also be placed on a Department of Human Services Layoff List for the same classification, option, if any, and employment condition from which the nurse was reallocated. Names shall be placed on the list in order of classification seniority accrued prior to the reallocation. The nurse's name shall remain on the Department of Human Services Layoff List for a minimum of one (1) year from the date of reallocation or for a period equal to the nurses' continuous employment in the class and state service to a maximum of eight (8) years.
3. A vacancy shall not be filled by transfer from outside the seniority unit if such transfer could have the effect of nullifying recall rights otherwise provided by this Memorandum.
4. Notwithstanding Article 11, Section 6 and Article 13, Section 7 of the Collective Bargaining Agreement, whenever an Appointing Authority within the Department of Human Services determines that a vacancy shall be filled from an eligible list

or reinstatement, vacancies shall be filled from the Department of Human Services Layoff List, in the absence of a Seniority Unit Layoff List, and before consideration of the Bargaining Unit Layoff List.

5. Affected nurses shall not be placed on the Bargaining Unit Layoff List.
6. All affected nurses shall be put on the layoff lists by the Department of Employee Relations no later than July 29, 1997.

If any changes in the Master Agreement add to or subtract from the rights of the affected nurses, the parties agree to immediately enter into negotiations for the purpose of maintaining the rights of the affected nurses under this Memorandum relative to other nurses in the bargaining unit. This Memorandum expresses the full and complete understanding of the parties and can be amended only by the express written agreement of the parties.

DATE: September 7, 1999

TO: Department of Human Services Facilities
Minnesota Veterans Home Facilities
Department of Corrections

FROM: Paul Larson 
Assistant State Negotiator

PHONE: 296-8274

RE: Overtime Assignments for Registered Nurses

During the 1999-2001 negotiations between the State and the Minnesota Nurses Association, the nurses raised an issue regarding assigning (also known as "mandating" or "inversing") registered nurses to cover overtime when the overtime was initially offered to an LPN, and there were no LPN volunteers. We agreed with the MNA to communicate to facilities how this situation should be handled.

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

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

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

December 23, 1991

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

Dear Bob:

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

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

Sincerely,


Paul Larson
Labor Relations Representative

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September 7, 1999

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

Dear Linda:


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

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

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

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

Sincerely,


Paul Larson
Assistant State Negotiator
Labor Relations/Compensation Division / (651) 296-8274
PL:dm/l-lange

April 13, 2004

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

Dear Linda:

During the 2003-2005 round of negotiations, the Employer agreed to include a letter of understanding regarding nurse's ability to access EAP services.

Introduction. As a result of the 2003-2005 negotiations with the Minnesota Nurses Association, the parties agreed that nurses should be encouraged to contact the Employee Assistance Program (EAP) whenever they have personal, emotional or psychological concerns impacting the workplace. A nurse's access to EAP is not limited to the period of employment, but extends sixty (60) days beyond separation from State service. In the event that a nurse finds himself/herself subject to professional review, investigation or discipline, including termination, he/she may wish to utilize the services of EAP.

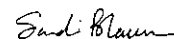
How to Access EAP Service. EAP can be accessed by phone at: Metro: 651-662-2586 or Statewide (toll free): 866-477-1586. Information about EAP can also be accessed on the web at <http://www.doer.state.mn.us/eap/eap.htm>.

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

Counseling/Referral Services Provided. If a nurse needs to see an EAP provider, a private and independent company called Behavioral Health Services (BHS) will provide the service. There are eight (8) BHS providers in the Metro area and numerous providers across the State near the nurse's work location. EAP will assist a nurse in finding a provider. EAP may refer a nurse to MNA for contractual issues, health care providers in their insurance plan, community services, attorneys or the appropriate State agency or personnel office.

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

Sincerely,



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

SB:can

April 25, 2004

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

Dear Linda:

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

Introduction

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

Corresponding Contract Language

The MNA contract with the State of Minnesota includes language in Article 15, Section 2B that provides for Association representation at a Loudermill (pre-deprivation) hearing only in the case of discharge. However, if a nurse requests an Association representative at a Loudermill (pre-deprivation) hearing for demotion or unpaid suspension, such request should be granted. The contract language also indicates that the right to a Loudermill (pre-deprivation) hearing expires "at the end of the next scheduled work day of the nurse after the notice of discharge is delivered to the nurse, unless the nurse and the Appointing Authority agree otherwise." Article 15, Section 2B. The language further states that:

"The discharge shall not become effective during the period when the meeting may occur. The nurse shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the nurse was not in pay status at the time of the notice of discharge, the requirement to be in pay status shall not apply." Article 15, Section 2B.

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

Concerns Raised by the Association

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

A. Scheduling of Hearing

One of the concerns raised was in regards to hearings that may be conducted at a time in which a nurse might reasonably be sleeping either in recovery from or anticipation of work, or immediately following working a night shift. In the event a

hearing is scheduled during any of these times, the nurse may request a different meeting time and the Appointing Authority must have a legitimate business reason for denying such a request.

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

Another concern raised by the Association was confusion by nurses that the Loudermill (pre-deprivation) hearing constituted a step in the grievance procedure. The Employer agrees with the Association that a Loudermill (pre-deprivation) hearing is not a step in the grievance procedure. In order to grieve a discipline, a nurse must pursue that grievance separately from the Loudermill (pre-deprivation) hearing.

C. Association Representation at Hearing

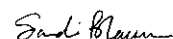
The Association was also concerned about release time for Association representatives attending a Loudermill (pre-deprivation) hearing. As stated earlier, the MNA contract extends the right to Association representation at the Loudermill (pre-deprivation) hearing only in the case of discharge. However,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

D. Results of Hearing

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

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

Sincerely,



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

SB:can

APPENDIX M

The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

10/00

STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

"HEALTH CARE PROVIDER" 825.118

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- b) Others capable of providing health care services including only:
 - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.
 - Nurse practitioners and nurse-midwives who are authorized to practice under State law.
 - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
 - Clinical Social Worker.
 - Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.113

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.113

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"PARENT" 825.113

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.113

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"SERIOUS HEALTH CONDITION" 825.114

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. **Continuing treatment** by a health care provider that involves:
 - 1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**
 - 2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (a) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or
 - (b) **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or
- C. **Pregnancy**. Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or
- D. **Chronic serious health condition**. Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family

member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

Chronic serious health condition is defined as one which:

- (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and
- (b) Continues over an extended period of time; and
- (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

E. Permanent or long term condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or

F. Multiple treatments by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

G. Specific Exclusions. Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition:

A. Mental illness resulting from stress or allergies; and

B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.

"SON" OR "DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

"SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least one year; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's seriously ill spouse, son or daughter, or parent.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.
2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.
3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.
4. The Appointing Authority may require a fitness for duty report upon the employee's return.

D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.
2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:
 - i. The employee has been out of work and the employer **does not learn of the reason for the leave** until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or

- ii. The employer has **provisionally** designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid leave time counts toward the twelve (12) weeks of FMLA qualifying leave.** However, any absences which are paid from the employee's accrued compensatory time account shall not be counted against the employee's FMLA leave entitlement.

III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

IV. General Provisions

A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
2. The records must disclose the following:
 - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
 - (b) Dates FMLA qualifying leave is taken.
 - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.

- (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
- (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
- (f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
- (g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.
- (h) Premium payments for employee benefits.

B. Posting Requirements

- 1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.
- 2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.
- 3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

C. Employer's Response to the Employee's Request for FMLA Leave

- 1. When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:
- 2. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
- 3. The leave will be counted against the employee's twelve weeks of FMLA leave.
- 4. Medical certification requirements.
- 5. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.
- 6. Requirements concerning payment of health insurance premiums.
- 7. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.
- 8. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.
- 9. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

D. Appeal Process. If an employee believes that their rights under the FMLA have been violated, he/she may:

- 1. Internal
 - a.) Contact your Human Resources office, or;
 - b.) Contact your Labor Union/Association.

2. External

- a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.
- (1.) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.
- (2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.
- (3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

- b.) File a private lawsuit pursuant to section 107 of the FMLA.

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FREQUENTLY ASKED QUESTIONS

1. Which employees are eligible for an FMLA qualifying leave?

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time---this does include overtime worked).

2. Are only permanent employees eligible for FMLA qualifying leave? No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. Under what circumstances are employees eligible to take a FMLA qualifying leave?

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

4. How much time may an employee take as FMLA qualifying leave? Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

Exceptions:

If a husband and wife both work for the State, refer to Question No. 6.
If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 7.

- 5. If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?** Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).
- 6. If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?** Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:
- a) For the birth of a son or daughter and to care for the newborn child;
 - b) For placement of a child with the employee for adoption or foster care;
 - c) To care for the employee's parent (not parent-in-law) who has a serious health condition.
- 7. If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?** Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 5 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.
- 8. Does FMLA leave have to be taken all at once, or can it be taken intermittently?** FMLA qualifying leave taken for the employee's own serious health condition, or for the serious health condition of the employee's spouse, son, daughter, or parent, may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority.
- 9. Is an employee required to use paid sick leave for certain FMLA qualifying leaves?** Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.
- 10. Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?** An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs. Any absences which are paid from the employee's accrued compensatory time account shall not, however, be counted against the employee's FMLA leave entitlement.

However, the employee must attempt to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable

to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

- 11. How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?** The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

Where the schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used to calculate the employee's normal workweek.

- 12. How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?**

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?"
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.

- 13. How can an employee determine if his or her request for time off qualifies under FMLA?**

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

- 14. Can an FMLA qualifying leave extend an employee's period of employment?** No.

- 15. What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?** An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

- 16. How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?** The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

- 17. Can employees choose whether or not they want to use FMLA qualifying leave?** No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted towards FMLA qualifying leave.

- 18. How can an employer verify an employee's need for leave because of a "serious health condition"?** The Appointing Authority's FMLA designation

decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from a health care provider.

19. Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave? During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

20. What other insurance coverage may an employee continue during a FMLA qualifying leave? An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

21. May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave? Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

22. May an employee choose not to retain optional coverages while on a FMLA qualifying leave? Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

23. If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid? Yes, an employer may recover its share of premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work (for at least thirty (30) calendar days) after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

- 24. What are an employee's COBRA rights in relation to an FMLA qualifying leave?** As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave—whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage—even though the employee did not pay their share of the premium during the FMLA qualifying leave.
- 25. What can employees do who believe that their rights under FMLA have been violated?** The employee has the choice of:
- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
 - b) Filing a private lawsuit pursuant to section 107 of FMLA.
- 26. How are employees protected who request leave or otherwise assert FMLA rights?** The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.
- 27. Do State laws providing family and medical leave still apply?** Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.
- 28. If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted in accordance with Article 8, Section 2B?** No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.
- 29. Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?** No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated in accordance with Appendix C and D.
- 30. Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?** Only if they are in a paid status on the normal work day before and after the holiday, in accordance with Article 7, Section 6. Any holiday pay earned will be paid in accordance with Article 7, Section 7.

MEMORANDUM OF UNDERSTANDING
between the
STATE OF MINNESOTA
and
MINNESOTA NURSES ASSOCIATION

Regarding Scheduling of Work

This Memorandum of Understanding is made by and between the Minnesota Nurses Association and the State of Minnesota, this 4th day of September 2002, to resolve the issues relating to scheduling of the hours of work for Nurse Evaluators in the Licensing and Certification Program of the Minnesota Department of Health.

WHEREAS, the parties hereto desire to resolve these matters under the following conditions:

1. Each nursing home/boarding care home and each ICF/MR survey must have early morning and evening onsite observation time as stated in the federal State Operations Manual (SOM). In planning the survey schedule, Nurse Evaluators and the supervisor shall make provisions for this coverage:

Nursing Home/Boarding Care Surveys

Morning Observation Periods

Each nursing home/boarding care home survey shall have onsite observation periods of at least one (1) hour between 6AM and 8AM for every 36 hours of estimated survey time (preparation, onsite, travel, and documentation time), rounded to the nearest whole hour.

Evening Observation Periods

Each nursing home/boarding care home survey shall have onsite observation periods of at least two (2) hours between 6PM and 9PM for every 36 hours of estimated survey time (preparation, onsite, travel, and documentation time), rounded to the nearest whole hour. Of the required evening observation time, every team shall conduct evening observations on more than one (1) day of the survey, at two facilities each month.

ICFs-MR Surveys

Each ICF-MR survey shall have onsite observation periods of at least one (1) hour between 6AM and 8AM and at least two (2) hours between 6PM and 9PM.

2. The Survey Team, subject to final approval by their supervisor, shall schedule the work for the team, including time to prepare the draft survey schedule.

Draft Survey Schedule

Each Survey Team shall complete a draft monthly survey schedule no later than the 1st of each month, prior to the month scheduled (for instance, by July 1st for the August survey schedule) that identifies the surveyor, the surveyor's planned hours of work by date, consistent with the scheduling requirements of this MOU. Schedules will be planned according to the estimated survey hours or the number of survey hours anticipated to be available to conduct the survey.

Hours of work shall be set to maximize observation time and to provide an opportunity for the team members to interact with one another. The supervisor will review the draft schedule and will consult with the team if the schedule cannot be approved as presented.

Schedule Adjustments

On the first day of the survey, the team will finalize the details of the survey and confirm or change schedules as necessitated by the survey process and the actual number of survey hours available for the survey. Survey hours are defined as the total of the number of hours each surveyor assigned to the survey is available to work on each day of the survey.

Any adjustments to the survey schedule must be consistent with the SOM and this MOU. It is the responsibility of the Survey Team leader to keep the supervisor informed of any changes in the hours of work for each surveyor. The supervisor must approve all changes.

3. Nurse Evaluators may start before 6:00AM only upon prior approval by the supervisor.
4. The normal work period shall consist of eight (8) hours. Nurse Evaluators, with the agreement of their supervisor, may be scheduled for up to ten (10) hour shifts. It is not the intent to have surveyors consistently work four-day workweeks. The decision to approve a work shift of up to ten (10) hours will be based on efficiency in completing the survey, on adequate survey coverage for the week, and survey outcomes. If there is need for the surveyor to work more than ten (10) consecutive hours, it must be approved in advance by the supervisor.
5. The Association and the State agree to waive Article 4, Section 9, **Work Schedules**, for Nurse Evaluators in the Licensing and Certification Program.
6. Nurse Evaluators who work beyond their established shift shall be paid overtime at the appropriate rate. Such overtime will be subject to Section 8, **Compensatory Bank**, of the Agreement. The Appointing Authority agrees to establish a Compensatory Bank of not more than 20 hours. All hours worked beyond the established 20 hours shall be paid in cash at the hourly rate of pay of that Nurse Evaluator. The supervisor must approve all changes in scheduled hours that would result in overtime/comp time or the payment of shift differential.
7. Each Survey Team must work 5 staggered surveys per federal fiscal year (October 1 through September 30). Staggered surveys are nursing home surveys that start (1) on a weekend; (2) start before 7:00 AM; or (3) start after 6:00P M. Each Survey Team must schedule one survey from each category and two additional surveys from any category. The supervisor, in consultation with the Survey Team, will designate facilities that are appropriate for staggered survey work.

8. In the Twin City metropolitan area, Survey Teams will be divided into two geographic areas to create an East Metro Survey Area and a West Metro Survey Area. The Mississippi River is the approximate North/South dividing line between these two areas. It is the goal of the Minnesota Department of Health to assign nurses to the East or the West Metro Survey Areas based on the preference of the nurse. It is the goal of the Minnesota Department of Health to assign 75% of the work for each team during each federal fiscal year (Oct 1 to September 30) in the designated geographic area for the team.
9. The Minnesota Department of Health will maintain a database of all early morning and evening observation hours. Reports from the database will be made available to the Minnesota Nurses Association upon request.
10. This Memorandum of Understanding shall be posted on the Minnesota Department of Health intranet site to ensure Nurse Evaluators have ready access to this document.
11. The provisions of this Memorandum of Understanding shall begin upon ratification and shall be in effect for an indefinite period. The parties agree to meet and confer in an effort to resolve any problems that may arise with this agreement. If the meet and confer cannot resolve the issues, either party reserves the right to terminate this Agreement by providing sixty (60) days written notice to the other party.
12. Nurses who have a disagreement as to the interpretation or application of this Memorandum of Understanding are encouraged to attempt to resolve the disagreement on an informal basis with their immediate supervisor. If the matter cannot be resolved to the nurse's satisfaction, it may be processed in accordance with the Article 15, **Grievance Procedure**, of the Agreement.

FOR THE ASSOCIATION

FOR THE EMPLOYER

SIGNED

Beverly Hall
Staff Specialist, Labor Relations

SIGNED

Harry Carlson
Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
between the
STATE OF MINNESOTA
and
MINNESOTA NURSES ASSOCIATION

Regarding Compensated Travel Time

This Memorandum of Understanding is made by and between the Minnesota Nurses Association (MNA) and the State of Minnesota, this 4th day of September 2002.

This Memorandum of Understanding applies exclusively to nurses represented by MNA who are employed in the Facility and Provider Compliance Division of the Minnesota Department of Health. It pertains exclusively to compensation for time spent in travel and shall have no effect whatsoever upon automobile or other travel expense reimbursement. No effect upon travel expense reimbursement is implied, and the parties expressly agree that no such inference shall be drawn from this memorandum.

Travel time between a nurse's residence and the nurse's permanent work location shall not be considered compensated travel time under any circumstance.

Computation of Compensated Travel Time

Twin Cities Metropolitan Area:

When a nurse working in the Licensing and Certification Program or the Office of Health Facility Complaints, assigned to a Twin City metropolitan area permanent work location, leaves his or her residence to commute directly to a temporary work location at the beginning of the work day or commutes from a temporary work location directly to his or her residence at the end of the work day, he or she will be compensated for travel time for any miles to/from the temporary work location which are in excess of 20 miles from the nurse's permanent work location. The survey team and the supervisor shall determine the distance from the office to the health care facility/provider based on highway maps, known best routes or Internet based mileage calculators. In computing the time that will be compensated, the mileage in excess of 20 miles to/from the permanent work location to the temporary work location will be multiplied by 2 minutes per mile.

Greater Minnesota:

When a nurse working in the Licensing and Certification Program or the Office of Health Facility Complaints, assigned to a Greater Minnesota permanent work location, leaves his or her residence to commute directly to a temporary work location at the beginning of the work day or commutes from a temporary work location directly to his or her residence at the end of the work day, he or she will be compensated for travel time for any miles to/from the temporary work location which are in excess of 20 miles from the nurse's permanent work location. The survey team and the supervisor shall determine the distance from the office to the health care facility/provider based on highway maps, known best routes or Internet based mileage calculators. In computing the time that will be compensated, the mileage in excess of 20 miles to/from the permanent work location to the temporary work location will be multiplied by 1.5 minutes per mile.

Case Mix Review:

When a nurse working in the Case Mix Review Program, leaves his or her residence to commute directly to a temporary work location at the beginning of the work day or commutes from a temporary work location directly to his or her residence at the end of the work day, he or she will be compensated for travel time for any miles to/from the temporary work location which are in excess of 10 miles from the nurse's permanent work location. The nurse and the supervisor shall determine the distance from the nurse's residence to the health care facility/provider based on highway maps, known best routes or Internet based mileage calculators. In computing the time that will be compensated, the mileage in excess of 10 miles to/from the permanent work location to the temporary work location will be multiplied by 1.5 minutes per mile.

When Staying Overnight:

When a nurse is staying overnight in accordance with MDH policy, no compensated travel time between the motel and the facility/provider will be provided when the motel is within 20 miles of a facility/provider being surveyed.

This Memorandum of Understanding does not establish any residency requirements for nurses. The parties agree that the State of Minnesota shall not be encumbered by any additional expense or loss of survey time due to a nurse changing residence. It is understood that the determination of a nurse's permanent work location shall be at the discretion of the employer.

Nurses who have a disagreement as to the interpretation or application of this Memorandum of Understanding are encouraged to attempt to resolve the disagreement on an informal basis with their immediate supervisor. If the matter cannot be resolved to the nurse's satisfaction, it may be processed in accordance with the Article 15, **Grievance Procedure**, of the Agreement.

FOR THE ASSOCIATION

FOR THE EMPLOYER

SIGNED

Beverly Hall
Staff Specialist

SIGNED

Harry Carlson
Labor Relations Representative

**Stipulated Agreement
Between
State of Minnesota
And
Minnesota Nurses Association**

The parties hereby stipulate to the following agreements:

- 1 The following individuals shall receive overtime pay at the rate of time and one-half (1 ½) for all overtime hours worked from 7/2/01 to date and from this date forward until the individuals demote, promote, transfer, or otherwise separate from employment from the classification Registered Nurse – Advanced Practice (hereafter "APRN"): Lynette Hjalmervik, Debra Herbaugh, Jerilyn Mitchell, Kristel Hart.

Should the classification title of APRN undergo a "retitling" while the above-named individuals are employed in the classification, no change shall occur to their rate of overtime compensation.

2. Any employee hired into the classification of APRN between 4/1/03 and 9/16/04 who was consistently paid overtime at the time and one-half (1 ½) rate shall be entitled to the same rate of overtime pay from 9/17/04 forward until the employee demotes, promotes, transfers or otherwise separates from employment from the current classification of APRN. Should the classification title of APRN undergo a "retitling" while such an individual is employed in the classification, no change shall occur to her/him rate of overtime compensation. (For purposes of clarification, one such individual was identified: Gretchen Alper).
3. Any employee hired into the class of APRN between 4/1/03 and 9/16/04 that was consistently paid overtime at the straight time rate shall continue to receive overtime pay at the same rate of pay until the employee demotes, promotes, transfers or otherwise separates from employment from the current class of APRN. In the event the arbitrator in the interest arbitration proceeding for the 03-05 collective bargaining agreement awards a different rate of pay for overtime for APRN, such award and its terms shall be binding on these individuals.
4. Any employee hired into the class of APRN after 9/16/04 shall receive overtime pay at the rate of straight time until or unless the arbitrator in the interest arbitration proceeding for the 03-05 collective bargaining agreement awards a different rate of pay for the classification. The terms of such award shall be binding on these individuals.
5. This stipulated agreement shall be grievable and arbitrable.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

SIGNED

Linda Lange
Staff Specialist, Labor Relations
Minnesota Nurses Association

SIGNED

Sandi Blaeser
LR Representative Principal
Department of Employee Relations

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AMERICAN NURSES ASSOCIATION
CODE OF ETHICS FOR NURSES

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving healthcare environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

October 2001



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