Unless otherwise indicated, all changes are effective the date of the 88th Legislature's approval or as provided in M.S. § 3.855.

**ARTICLE 1 – PREAMBLE**

Technical date changes.

**ARTICLE 2 – RECOGNITION**

No change.

**ARTICLE 3 – ASSOCIATION SECURITY**

Section 3. Employee Lists. Technical deletion of obsolete term “Regional Treatment Center.”

**ARTICLE 4 – HOURS OF WORK AND OVERTIME**

Section 5. Continuous Schedules. A. Add language so that “Every reasonable effort shall be made by the Appointing Authority so that no nurse shall be scheduled for a combination of more than four (4) start times during a payroll period.”

Section 5. Continuous Schedules. E. Technical change with addition of hyphen to “14-day.”

Section 5. Continuous Schedules. G. Overtime Distribution – Continuous Operations. 3. On-Duty Ascending Order. Technical change of “mandation” changed to “being mandated to work.”

Section 7. Overtime Rates. A. Add language “Psychiatric Advanced Practice Registered Nurse” to list of nurses who are exempt and receive overtime at straight time rate for all hours worked in excess of the normal work day and normal work period as defined in Section 1 of the Article.

Section 8. Compensatory Bank. Add language to increase the compensatory bank maximum from 40 hours to 80 hours.

Section 9. Work Schedules. Technical change with addition of apostrophe added to (14) days’.
Section 15 (NEW). Flexible Scheduling. New section on “Flexible Scheduling” adds the following language:

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

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

B. Holidays, Sick Leave and Vacation Under Flexible Schedules

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

2. If a RN works on a holiday, they shall be paid for all hours worked, not to exceed 12 hours, in addition to an alternate holiday.

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

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

ARTICLE 5 – HEALTH AND SAFETY

No change.

ARTICLE 6 – HOLIDAYS

Section 2. Observed Holidays. Technical date changes.

Section 6. Work on a Holiday. Change language so that once it is determined the unit is overstaffed, nurses electing or declining to work a holiday shift would need to make requests to have the day off no less than 45 (previously 21) days prior to the actual holiday.

Section 10. Holidays and Flexible Scheduling. Add a new section as a cross-reference to language on the administration of holidays under flexible scheduling arrangements.
ARTICLE 7 – VACATION LEAVE

Section 2. Allowances. Add language throughout so that Psychiatric Advanced Practice Registered Nurses are given the same vacation accrual rates as other Advance Practice Registered Nurses.

Section 2. Allowances. Technical change adding the number (6) to follow the word “six.”

Section 3. Crediting Accruals for Nurses in the Registered Nurse Advanced Practice or Psychiatric Registered Nurse Advanced Practice Classifications. Re-title and amend the section to provide that Psychiatric Advanced Practice Registered Nurses are given the same crediting accrual rates as other Advanced Practice Registered Nurses.

Section 7. Vacation Leave and Flexible Scheduling. Add new section as a cross-reference to language on the administration of vacation leave under flexible scheduling arrangements.

ARTICLE 8 – SICK LEAVE

Section 2. Sick Leave Accrual Rate. C. Military Leave. Technical change to correct citation to state law to M.S. 192.26.

Section 9. Sick Leave and Flexible Scheduling. Add new section add as a cross-reference to language on the administration of sick leave under flexible scheduling arrangements.

ARTICLE 9 – INJURED ON DUTY

Section 1. Special Rate. Change language so that obsolete term “Regional Treatment Centers” is replaced by “facilities.”

ARTICLE 10 – LEAVES OF ABSENCE

Section 2. Paid Leaves of Absence. E. Voting Time Leave. Add language to comply with recent statute changes including that voting time will include elections of state senator or state representative. Also modify language in compliance with state law that time off for voting is not just limited to the forenoon but can be taken any time during an election day.

ARTICLE 11 – VACANCIES, FILLING OF POSITIONS

Section 6. Filling Positions. Technical deletion of obsolete language “from an Eligible List or reinstatement”. 
ARTICLE 12 – SENIORITY

Section 1. Seniority. Technical deletion of obsolete language regarding the “Rochester State Hospital.”

ARTICLE 13 – LAYOFF AND RECALL

No change.

ARTICLE 14 – PERSONNEL FILES

No change.

ARTICLE 15 – TERMINATION OF EMPLOYMENT, DISCIPLINARY ACTIONS

Section 2. Discipline. A. Procedure. Reformat of disciplinary measures into bullet format rather than in paragraph format.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 2. Grievance Procedure. A. Step 1. Language is modified so as to make the following changes:

A. Step 1: Within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have knowledge of the event giving rise to the grievance, the grievant and/or Association representative shall arrange a meeting with the grievant's immediate supervisor with or without the grievant to resolve the grievance. A grievance shall be identified as such. If the grievance is not resolved within three (3) days of this meeting, the grievance must be reduced to writing, dated, and formally filed with the immediate supervisor. The immediate supervisor’s response to the grievance shall be given to the grievant and/or Association representative within fifteen (15) calendar days of said meeting.

Section 2. Grievance Procedure. B. Step 2. Language is modified so as to make the following changes:

B. Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this procedure, the Association may within fifteen (15) calendar days after the immediate supervisor’s response is given or due, whichever comes first, present the grievance in writing to the Appointing Authority's Human Resources Office, or other party as designated by the Appointing Authority 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 Human Resources Office, or other party as designated receives the written grievance,
the Appointing Authority's representative shall arrange a meeting with the Association Representative to resolve the grievance. The Appointing Authority's representative shall respond to the grievance in writing to the Association Representative(s) and the Association within fifteen (15) calendar days of the meeting.

Section 2. Grievance Procedure. C. Step 3. Delete Step 3 and replaced with the current Step 4 process.


**ARTICLE 17 – WAGES**

Technical renumbering of section numbers throughout due to the introduction of new Sections 3, 4, and 5.


Section 3 (NEW). First Fiscal Year Wage Adjustment. Effective July 1, 2011, all salary ranges and rates shall remain the same as those in effect on June 30, 2011. These salary ranges and dates shall remain in effect from July 1, 2011 through January 1, 2013. The compensation grid for classes covered by this agreement is contained in Appendix D-1.

Section 4 (NEW). Second Fiscal Year Wage Adjustment. Effective January 2, 2013, all salary ranges and rates shall be increased by two percent (2%), rounded to the nearest cent. Salary increases provided by this section shall be given to all nurses including those nurses whose rates of pay exceed the maximum for their class. The compensation grids for classes covered by this Agreement are contained in Appendix D-2. Conversion to the new compensation grid shall not change a nurse’s eligibility for step progression increases.

New Section 5. Progression. Remove “No step increase shall be granted for nurses with anniversary dates from July 1 2009 to June 30th 2010. Step increases shall be granted for nurses with anniversary dates beginning on or after July 1 2010 if they are eligible for step increases according to the provisions of this section.”


Section 44.13. Officer of the Day (OD) Differential. Increase differential to $1.75 per hour. Technical correction: In addition, nurses shall receive shift differential as provided in Section 44.12.
Section 14 (NEW). Charge Nurse Differential. When a nurse is assigned to perform the duties of Charge Nurse, that nurse shall receive a charge nurse differential in the amount of $1.50 per hour for all hours worked. In addition, nurses shall receive shift differential as provided in Section 12.


Section 12.18. Medical/Dental Expense Account. Add language to indicate that effective January 1, 2013 and each year thereafter the maximum reimbursement is $2,500.00 in accordance with federal law change.


Section 18.21. Health Care Savings Plan. Technical change correcting reference to Article 8, Section 8 rather than Article 8, Section 8.

Section 22 (NEW). Voluntary Weekend Shift Bonus. New section on “Voluntary Weekend Shift Bonus” adds the following language:

This provision modifies Article 4 of the Master Agreement between the State of Minnesota and the Minnesota Nurses Association. This provision shall remain in effect through June 30, 2015. A nurse who is requested and volunteers for weekend shifts that are available within fourteen (14) calendar days shall receive $100 in addition to their regular compensation for hours worked. Weekends are defined as Friday evening, or p.m. shift, through the Sunday night shift.

Section 23 (NEW). Student Loan Payment Reimbursement. New section on “Student Loan Payment Reimbursement” provides for a discretionary student loan payment reimbursement program for qualifying nurses. Eligibility criteria include that the student loan debt was incurred 15 or fewer years before the request for reimbursement; that the nurse has worked in either a part-time or full-time capacity for at least one year; and that the nurse is anticipated to work at least 1,044 hours per year. Reimbursement payments may be disbursed once or twice a year and these reimbursements are up to five thousand dollars ($5,000) per calendar year, per nurse, up to a maximum of twenty five thousand dollars ($25,000) in total payments issued to any nurse. Nurses will be required to verify the existence of their student loans and payment on these loans. Nurses who leave employment within a year after having received a disbursement will be required to return a prorated portion of the reimbursement.
ARTICLE 18 – INSURANCE

Section 2. Eligibility for Group Participation. C. Dependents. 2. Children and Grandchildren. Modify language to comply with changes required under the Federal Health Care Law (see also Section 5. Coverage Changes and Effective Dates. B. When Coverage May be Changed or Cancelled, and Section 7. Optional Coverages. B. Life Coverage. 2. Dependents).

Section 3. Eligibility for Employer Contribution. C. Special Eligibility. 3. Corrections Early Retirement Incentive. Technical changes to comply with EEOC Lawsuit Settlement.

Section 4. Amount of Employer Contribution. Technical date changes.


Appendix K. Letters. Letter to acknowledge expansion of the Diabetes Pilot Project to a statewide pilot project.
<table>
<thead>
<tr>
<th>2012 Benefit Provision</th>
<th>Benefit Level 1 The member pays:</th>
<th>Benefit Level 2 The member pays:</th>
<th>Benefit Level 3 The member pays:</th>
<th>Benefit Level 4 The member pays:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible for all services except drugs and preventive care (S/F)</td>
<td>$50/$100</td>
<td>$140/$280</td>
<td>$350/$700</td>
<td>$600/$1,200</td>
</tr>
<tr>
<td>Office visit copay/urgent care (copay waived for preventive services)</td>
<td>1) $17 2) $22</td>
<td>1) $22 2) $27</td>
<td>1) $27 2) $32</td>
<td>1) $37 2) $42</td>
</tr>
<tr>
<td>1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Convenience Clinic (deductible waived)</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
</tr>
<tr>
<td>Emergency room copay</td>
<td>$75</td>
<td>$75</td>
<td>$75</td>
<td>N/A – subject to Deductible and 25% Coinsurance to OOP maximum</td>
</tr>
</tbody>
</table>
### Facility copays
- Per inpatient admission (waived for admission to Center of Excellence)
  - Per outpatient surgery

<table>
<thead>
<tr>
<th>Facility copays</th>
<th>$85</th>
<th>$180</th>
<th>$450</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$55</td>
<td>$110</td>
<td>$220</td>
</tr>
</tbody>
</table>

N/A – subject to Deductible and 25% Coinsurance to OOP maximum

### Coinsurance for MRI/CT scan services

<table>
<thead>
<tr>
<th>Coinsurance for MRI/CT scan services</th>
<th>5%</th>
<th>5%</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A – subject to Deductible and 25% Coinsurance to OOP maximum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Coinsurance for services NOT subject to copays

<table>
<thead>
<tr>
<th>Coinsurance for services NOT subject to copays</th>
<th>5% (95% coverage after payment of deductible)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5% (95% coverage after payment of deductible)</td>
</tr>
<tr>
<td></td>
<td>10% (90% coverage after payment of deductible)</td>
</tr>
<tr>
<td></td>
<td>25% for all services to OOP maximum after deductible</td>
</tr>
</tbody>
</table>

### Coinsurance for durable medical equipment

<table>
<thead>
<tr>
<th>Coinsurance for durable medical equipment</th>
<th>20% (80% coverage after payment of 20% coinsurance)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20% (80% coverage after payment of 20% coinsurance)</td>
</tr>
<tr>
<td></td>
<td>20% (80% coverage after payment of 20% coinsurance)</td>
</tr>
<tr>
<td></td>
<td>25% for all services to OOP maximum after deductible</td>
</tr>
</tbody>
</table>

### Copay for three-tier prescription drug plan

<table>
<thead>
<tr>
<th>Copay for three-tier prescription drug plan</th>
<th>Tier 1: $10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tier 2: $16</td>
</tr>
<tr>
<td></td>
<td>Tier 3: $36</td>
</tr>
</tbody>
</table>

### Maximum drug out-of-pocket limit (S/F)

<table>
<thead>
<tr>
<th>Maximum drug out-of-pocket limit (S/F)</th>
<th>$800/$1,600</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$800/$1,600</td>
</tr>
<tr>
<td></td>
<td>$800/$1,600</td>
</tr>
<tr>
<td></td>
<td>$800/$1,600</td>
</tr>
</tbody>
</table>

### Maximum non-drug out-of-pocket limit (S/F)

<table>
<thead>
<tr>
<th>Maximum non-drug out-of-pocket limit (S/F)</th>
<th>$1,100/$2,200</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,100/$2,200</td>
</tr>
<tr>
<td></td>
<td>$1,100/$2,200</td>
</tr>
<tr>
<td></td>
<td>$1,100/$2,200</td>
</tr>
<tr>
<td>2013 Benefit Provision</td>
<td>Benefit Level 1 The member pays:</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Deductible for all services except drugs and preventive care (S/F)</td>
<td>$75/150</td>
</tr>
<tr>
<td>Office visit copay/urgent care (copay waived for preventive services)</td>
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</tr>
<tr>
<td>Convenience Clinic (deductible waived)</td>
<td>$10</td>
</tr>
<tr>
<td>Emergency room copay</td>
<td>$100</td>
</tr>
<tr>
<td>2013 Benefit Provision</td>
<td>Benefit Level 1</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>The member pays:</td>
</tr>
<tr>
<td>Facility copays</td>
<td></td>
</tr>
<tr>
<td>• Per inpatient admission (waived for admission to Center of Excellence)</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>$60</td>
</tr>
<tr>
<td>Coinsurance for MRI/CT scan services</td>
<td>5%</td>
</tr>
<tr>
<td>Coinsurance for services NOT subject to copays</td>
<td>5% (95% coverage after payment of deductible)</td>
</tr>
<tr>
<td>Coinsurance for durable medical equipment</td>
<td>20% (80% coverage after payment of 20% coinsurance)</td>
</tr>
<tr>
<td>Copay for three-tier prescription drug plan</td>
<td>Tier 1: $12 Tier 2: $18 Tier 3: $38</td>
</tr>
<tr>
<td>Maximum drug out-of-pocket limit (S/F)</td>
<td>$800/$1,600</td>
</tr>
<tr>
<td>Maximum non-drug out-of-pocket limit (S/F)</td>
<td>$1,100/$2,200</td>
</tr>
</tbody>
</table>
ARTICLE 19 – MANAGEMENT RIGHTS
No change.

ARTICLE 20 – RELOCATION EXPENSES
No change.

ARTICLE 21 – EXPENSE ALLOWANCES
No change.

ARTICLE 22 – BULLETIN BOARDS
No change.

ARTICLE 23 – CAREER DEVELOPMENT
Reimbursement of Training Expenses to the State. Technical change adding the number “6” to the last sentence of the current language.

ARTICLE 24 – NO STRIKE OR LOCKOUT
No change.

ARTICLE 25 – ASSOCIATION MEETINGS WITH THE APPOINTING AUTHORITY OR DEPARTMENT
No change.

ARTICLE 26 – WORK RULES
No change.

ARTICLE 27 – SAVINGS CLAUSE
No change.

ARTICLE 28 – NURSE DRUG TESTING
No change.

ARTICLE 29 – NON-DISCRIMINATION
No change.
ARTICLE 30 – ADA/WORKERS COMPENSATION

No change.

ARTICLE 31 – DURATION

Technical changes to dates, session number of legislature, as well as the names of signatories and MNA bargaining committee members.

APPENDIX A – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX A1 – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX B – PRORATED VACATION SCHEDULE

Amend language to provide that Psychiatric Advanced Practice Registered Nurses are given the same prorated vacation schedule as other Advanced Practice Registered Nurses.

APPENDIX B1 – PRORATED VACATION SCHEDULE

Amend language to provide that Psychiatric Advanced Practice Registered Nurses are given the same prorated vacation schedule as other Advanced Practice Registered Nurses.

APPENDIX C – PRORATED SICK LEAVE SCHEDULE

No change.

APPENDIX D – COMPENSATION GRIDS

Technical changes made in conformity with negotiated changes to the Wage Article.

Add Psychiatric Advanced Practice Registered Nurses to the compensation grid with a comp code of 62H. The addition is an even slide into the grid which does not change wages, but increases the number of steps to the maximum.

APPENDIX E – SENIORITY UNITS

No change.
APPENDIX F – STATUTORY LEAVES
No change.

APPENDIX G – COMMITTEE ON PROFESSIONAL NURSING CONCERNS
Technical change. Correct the citation to state law to say M.S. 179A.07(3) rather than M.S. 179A.16(4).

APPENDIX H – DEPARTMENT OF HUMAN SERVICES LOCAL AND DEPARTMENTAL LABOR/MANAGEMENT COMMITTEES
No change.

APPENDIX I – DEPARTMENT OF HUMAN SERVICES – ALL INSTITUTIONS
No change.

APPENDIX J – STATE UNIVERSITY SYSTEM
No change.

APPENDIX K – LETTERS
No change.

APPENDIX L – STATEWIDE POLICY ON FMLA
Technical changes (e.g., “covered servicemember” leave) made throughout Appendix to achieve compliance with recent changes to federal medical leave law.

APPENDIX M – DEPARTMENT OF HEALTH – SCHEDULING OF WORK, MEMORANDUM OF UNDERSTANDING
Change language to reflect compensatory bank maximum increase from 20 hours to 80 hours.

APPENDIX N – DEPARTMENT OF HEALTH – COMPENSATED TRAVEL TIME, MEMORANDUM OF UNDERSTANDING
No change.

APPENDIX O – OVERTIME PAY FOR REGISTERED NURSE - ADVANCE PRACTICE STIPULATED AGREEMENT
Technical change deletes obsolete Appendix from the agreement.
APPENDIX P – AGREEMENT REGARDING MANDATORY OVERTIME

Re-name Appendix “O” following deletion of Appendix “P.”

APPENDIX Q – MEMORANDUMS OF UNDERSTANDING

Delete the following memoranda:

- 1 – 1981 Strike
- 2 – 1982 Early Retirement Insurance
- 3 – 1983 35-Mile Lunch
- 4 – 1985 Jury Duty
- 5 – 1990 DHS Implementation Procedures
- 6 – 1991 DHS Enhanced Separation Procedures
- 7 – 1992 Fergus Falls RTC Scheduling
- 8 – 1992 Health Evaluator 1 Seniority
- 9 – 1993 Moose Lake RTC Procedures
- 10 – 1994 Faribault at Risk Rights
- 11 – 1995 Fergus Falls RTC Posting Work Days
- 12 – 1995 Health AM/PM Observations
- 13 – 1996 Health AM/PM Observations
- 14 – 1996 New RN Practitioner Class
- 15 – 1997 DHS Reallocation
- 16 – 1998 Fergus Falls Veterans Uniforms
- 17 – 1998 Cambridge Hours of Work
- 18 – 1998 DOC Pension Health Insurance Contribution
- 19 – 1999 Brainerd RTC Hours of Work
- 20 – 1999 Hastings Vets Work Out of Class
- 21 – 1999 St. Peter Early Retirement
- 23 – 1999 Anoka and Vets Mpls. Step Increases
- 24 – 2000 METO Hours of Work
- 25 – 2001 Willmar RTC Step Increases
- 26 – 2002 Health Travel Time
- 27 – 2002 Health Hours of Work
- 29 – 2003 Anoka Detox Incentive
- 30 – 2004 METO Hours of Work
- 31 – 2006 Shutdown
- 33 – 2006 DHS Mental Health Initiative
- 35 – 2007 Ah-Gwah-Ching Hours of Work
- 36 – 2007 DHS Float Pool
- 38 – 2007 Advance Practice Step Change.
Retain and renumber the following memoranda:

- 22 – 1999 Fergus Falls Vets Uniforms
- 28 – 2002 Willmar RTC 12-Hour Agreement
- 32 – 2006 St. Peter CBHH Hours of Work
- 34 – 2006 St. Cloud Advance Practice Hours of Work
- 37 – 2007 Community Support Services Hours of Work
- 39 – 2007 CBHH Hours of Work
- 40 – 2009 9 and 10 Hour Schedules
ESTIMATED COST OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MN NURSES ASSOCIATION AND THE STATE OF MINNESOTA

July 1, 2011 – June 30, 2013

I. Bargaining Unit Composition:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Approximate No. of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>#5 – Registered Nurses</td>
<td>739</td>
</tr>
</tbody>
</table>

II. Fiscal Summary: All Agencies, All Funds

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Biennial Base</th>
<th>Biennial New Money</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$100,927,000</td>
<td>$ 938,000</td>
</tr>
<tr>
<td>FICA &amp; Retirement</td>
<td>14,271,000</td>
<td>133,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>17,400,000</td>
<td>415,000</td>
</tr>
<tr>
<td>Total</td>
<td>$132,598,000</td>
<td>$1,486,000</td>
</tr>
</tbody>
</table>

The estimated cost in new dollars this biennium as a percent of the bargaining base is 1.12%.

The estimated annualized percent increase in the base over the term of the agreement is 4.08%.