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**OCTOBER 1, 2017 – SEPTEMBER 30, 2020**

**CONTRACT AGREEMENT**

**between**

**MINNESOTA NURSES ASSOCIATION**

**REGISTERED NURSES**

**and**

**LICENSED PRACTICAL NURSES**

**and**

**PERHAM HEALTH AND PERHAM LIVING  
PERHAM, MINNESOTA**

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**TABLE OF CONTENTS**

1.	DEFINITIONS.....	1
2.	RECOGNITION.....	1
3.	PARTICIPATION IN PROFESSIONAL ASSOCIATION.....	1
4.	HOURS.....	3
5.	FLEXIBLE SCHEDULING.....	5
6.	SALARY.....	5
7.	ON-CALL.....	9
8.	PART-TIME NURSES.....	10
9.	TRANSFER OF BENEFITS.....	10
10.	HOLIDAYS.....	10
11.	VACATIONS.....	11
12.	SICK LEAVE.....	12
13.	LEAVES OF ABSENCE.....	12
14.	SCHEDULES AND POSTING.....	15
15.	LAYOFF AND SENIORITY.....	16
16.	LOW CENSUS DAYS.....	18
17.	DISCIPLINE AND TERMINATION.....	19
18.	RETIREMENT.....	20
19.	INSURANCE.....	20
20.	GRIEVANCE PROCEDURE.....	20
21.	PERSONNEL FILES.....	21
22.	SUCCESSORS OR ASSIGNS.....	22
23.	JOB SECURITY.....	22
24.	AVAILABILITY OF PAYROLL INFORMATION.....	22
25.	BULLETIN BOARDS.....	22
26.	REASSIGNMENT OF SCHEDULE: FLOATING.....	22
27.	AMBULANCE COVERAGE.....	23
28.	HEALTH MAINTENANCE PROGRAM.....	23
29.	LABOR-MANAGEMENT CONFERENCE COMMITTEE.....	23
30.	ORIENTATION PERIOD.....	24
31.	STAFFING.....	24
32.	CROSS TRAINING.....	24
33.	NO STRIKE OR LOCKOUT.....	24
34.	LOCKERS AND MEALS.....	25
35.	HEALTH AND SAFETY.....	25
36.	DURATION AND RENEWAL.....	25
	LETTER OF AGREEMENT - SURGERY SERVICE LOW NEED 2017.....	26
	LETTER OF UNDERSTANDING – ALTERNATE STAFFING ARRANGEMENTS - 2008.....	28
	LETTER OF UNDERSTANDING - PENSION PLAN – REVIEWED 2008.....	29
	LETTER OF UNDERSTANDING - 2011.....	31
	APPENDIX A - PAID TIME OFF (PTO) POLICY.....	33
	APPENDIX B - EXTENDED DAYS OFF (EDO) POLICY.....	34
	APPENDIX C - HOME CARE LOW CENSUS.....	35
	SALARY CHARTS - PERHAM HEALTH.....	37
	SALARY CHARTS - PERHAM LIVING.....	38

1. **DEFINITIONS**

- A. The term "full-time nurse" applies to a nurse working or employed by the Hospital to work sixty (60) hours in a two (2) week payroll period, and one thousand five hundred sixty (1,560) compensated hours.

Home Care: The term "full-time nurse" applies to a nurse working or employed by the Hospital to work forty (40) hours in one (1) week, two thousand eighty (2080) compensated hours.

- B. Definition of Part-Time: The term "part-time nurse" applies to a nurse working or employed to work less than **sixty (60)** hours.

Home Care: The term "part-time" shall mean less than forty (40) hours in one (1) week.

Part-time nurses will earn benefits and wage increments as specified in Section 8, Part-time Nurses.

- C. The term "nurse," as used in this Contract, applies to both registered professional nurses (R.N.) and licensed practical nurses (L.P.N.), unless specifically stated otherwise.

- D. The term "Hospital" applies to Perham Health and Perham Living.

- E. Definition of Roster Nurse: An individual called in on an as needed basis with no regularly scheduled hours or cycle.

2. **RECOGNITION**

The Minnesota Nurses Association will be the sole representative of all full-time and regular part-time registered professional nurses and all licensed practical nurses employed by the Hospital, excluding the **Vice President of Patient Services, Director of Patient and Family Centered Care, Director of Emergency Department and Education, Director of Operating Room, Director of Quality Management, Perham Living Director of Nursing, Director of Home Care** and all roster and management personnel

3. **PARTICIPATION IN PROFESSIONAL ASSOCIATION**

- A. 1. a. Any registered nurse who is now or may hereafter become a member of Minnesota Nurses Association shall, during the life of this Agreement, remain a member of the Minnesota Nurses Association in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in Minnesota Nurses Association.
- b. Any licensed practical nurse who now pays, or may hereafter pay, the representation fee, shall during the life of this Agreement continue to pay said representation fee as a condition of employment.

2. A registered nurse or a licensed practical nurse who at any time during employment is not a member of Minnesota Nurses Association or does not pay the representation fee shall pay to Minnesota Nurses Association as a condition of employment a monthly service fee as follows:
  - a. A registered nurse shall pay a service fee in an amount equal to an initiation fee uniformly required of members of Minnesota Nurses Association, plus a monthly amount equal to one-twelfth (1/12) of the annual dues required of members of Minnesota Nurses Association.
  - b. A licensed practical nurse shall pay a service fee equal to the representation fee.

The dues, initiation fees and service or representation fees required by this Part (2) shall be those established by the Minnesota Nurses Association.

Payments described by this Part (2) shall be required only after a nurse has been employed at least sixty (60) calendar days. Any initiation fee and first month's payment required by this Section are due and payable at the completion of the first pay period in the first calendar month after a nurse has completed sixty (60) calendar days of employment and subsequent monthly payments shall be due and payable at the completion of the first pay period of each calendar month thereafter.

- B. Within two (2) weeks after the execution of this Agreement, the Hospital shall provide to Minnesota Nurses Association a master list of all nurses in its employ giving the name, address, classification, average number of hours worked and date of employment. Thereafter, the Hospital shall on a bimonthly basis forward to the Minnesota Nurses Association and designated local Hospital nurse representative, a list of nurses newly employed giving the information specified above, and of nurses terminated, giving the name and date of termination. All lists and information required by this subparagraph shall be in writing and /or electronic format.
- C. The Hospital agrees to deduct the required fees specified in this Section from the earnings of any nurse who has executed the fees authorization card which has been agreed upon by the Hospital and the Association. Such deductions shall be in the total amount certified as correct by the Association and shall be made, continued and terminated in accordance with the terms of said authorization card. Withheld amounts will be forwarded to the designated Association office for each calendar month by the twentieth of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. If a dispute occurs between the Minnesota Nurses Association and any nurse over this deduction, the Minnesota Nurses Association will hold the Hospital harmless for the payments made and will handle the dispute without cost to the Hospital.
- D. The Hospital will provide to the MNA Chairperson or designee a list of all newly employed nurses at time of hire (including nursing home and home care).

During the orientation period or the first two weeks of employment of a newly hired nurse, the Hospital will provide to a Minnesota Nurses Association Representative a period of time sufficient to distribute and explain the following:

1. A copy of this Agreement.
  2. A representation fee application form; or, for registered nurses, a membership application.
  3. A current fee schedule; or, for registered nurses, a current dues schedule.
  4. A payroll deduction authorization card.
- E. Upon employment, the Hospital shall provide to nurses covered by this Agreement, a summary plan description of insurance and pension programs in effect.

#### 4. **HOURS**

- A. **Basic Work Hours:** The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular work day **for eight (8) hour nurses** will be eight and one-half (8 1/2) hours, including two (2) paid fifteen (15) minute rest periods and one (1) one-half (1/2) hour unpaid meal break.

**Twelve (12) Hour Flexible Scheduling:** 12-hour shifts will involve three (3) paid fifteen (15) minute rest periods and one (1) one-half (1/2) hour unpaid meal break.

**Home Care Basic Work Hours:** The basic work period shall be forty (40) hours to be worked during a period of seven (7) days.

- B. **Overtime:** A nurse required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any work day shall be paid at one and one-half (1 1/2) times her/his regular rate of pay for all excess time so worked.

**Home Care Overtime.** Hours worked beyond a forty (40) hour week will be paid at one and one-half (1 1/2) times the hourly salary.

- C. **General Pattern of Scheduling:**

1. Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays (Monday through Friday) may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) week pay period.

Home Care Nurse Staff members will be scheduled on a daily basis by the Clinical Manager as patient load and other duties warrant. A minimum of two (2) hours will be paid for scheduled evening visits.

2. Nurses working a schedule of rotating shifts normally shall not be required to work the night shift prior to a weekend off. In addition, the Hospital will try to avoid scheduling a rotating nurse for the evening shift prior to a weekend off.
3. Normally there shall be at least twelve (12) hours between assigned shifts (days, relief or nights).
4. Nurses shall not be scheduled to work more than seven (7) consecutive days without the nurse's consent.
5. The Hospital shall give a nurse whose shift has been canceled **two (2) hours** notice of the cancellation prior to the beginning of the shift.

Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the nurse concerned or in cases of emergency or unavoidable situations where the application of the general patterns would have the effect of depriving patients of needed nursing service.

D. Rotation of Duty:

Hospital. Insofar as practicable, the assignment to night shift, evening shift, and weekends will be made equally among the nurses employed on each unit.

Nurses will not be required to rotate to more than two types of shifts in a pay period.

Nurses by mutual agreement with the Hospital may serve regularly on night duty, evening shift, or weekends.

No nurse will, without consent, be assigned permanently to night duty.

The Hospital shall not establish or maintain a policy or practice withholding agreement to a continuing regular assignment of a nurse to night, evening, or weekend duty.

Nursing Home. The Nursing home shall utilize a master schedule. The schedule shall include hours (FTE) and shift assignments. Day shifts, to the extent available, shall be assigned by seniority. If a position is vacated, it will be filled under Article 14 (b).

Changes in the master schedule can be made the following way:

- a. Employee request – MNA notification & Management will meet to discuss.
- b. Employer initiated to meet patient and staffing needs and/or
- c. LOA, PTO, or EDO, to meet patient and staffing needs.

Time schedule for the nursing home will be posted fourteen (14) days in advance in accordance with Article 14 (a) and include unit assignments. Once the time schedule has been posted, it will not be changed unless the nurse is notified

- E. A nurse who is called to work an unscheduled shift and who is called not later than one-half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she/he arrives within one (1) hour after receiving the phone call, or within a time mutually agreed upon between the nurse and the Hospital.

- F. The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Hospital.
- G. A nurse called in to work pursuant to paragraph E. above, shall receive a minimum of three (3) hours work or pay except when nurses voluntarily attend disaster preparedness drills and are paid for actual time worked.

**5. FLEXIBLE SCHEDULING**

The Hospital may offer, and nurses may agree to a schedule of hours other than the normal eight (8) hours referred to in the Agreement with Flexible Scheduling. The goal of flexible scheduling will be to meet the individual needs of the employee and maintain a high quality of care to the patient with minimal impact to nurses working their normal work period as defined in Basic Work Hours.

- 1. Flexible shifts will be employed as a voluntary alternative to the regular eight (8) hour per day work pattern.
- 2. Flexible scheduling may remain in effect as long as it is advantageous to both the employee and the Hospital. Either party may return to the regular pattern of scheduling by giving six (6) weeks written notice.
- 3. The work period shall be forty (40) hours per workweek which shall be 00.00 Sunday to 23:59 the following Saturday. A nurse shall receive time and one-half (1½) for hours worked in excess of forty (40) hours in a workweek.
- 4. Those persons working twelve (12) hour shifts shall receive time and one-half (1½) for hours worked in excess of twelve (12) hours in a working day.
- 5. PTO/EDO use for nurses working flexible schedules are the same as for other nurses.
- 6. Nurses opting to work a flexible schedule will sign an agreement indicating the desire to work flexible scheduling.

**6. SALARY**

- A. Basic Salary and Increments: The basic minimum salaries by classification and increments shall be as shown on the attached Charts at the back of the contract. Wage increases will be **2%** for year 1 of the contract (retroactive to October 1, **2017**), 2.0% for year 2, and **2%** for year 3.

**In addition to the above wage increases, hospital nurses will receive a market adjustment of an additional 2% paid for year 1 of the contract (retroactive to October 1, 2017) and 2% for year 2.**

- B. Shift Differential: Nurses who work the relief shift (3:00 p.m. to 11:30 p.m.) will be paid an additional one dollar and twenty-five cents (\$1.25) per hour for all hours worked on the relief shift.

Nurses will be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours of night shift.

- C. Weekend Shift Bonus: Nurses who work more weekend shifts than the alternate weekend shifts as defined in General Pattern of Scheduling shall be paid an additional bonus for each non-scheduled weekend shift.
1. This bonus will be paid on all additional shifts arising out of Hospital need that are worked on a nurse's unscheduled or scheduled weekend.
  2. Any hours worked less than a full shift shall be paid on a pro rata basis.
  3. This shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday.
  4. This weekend bonus shall not be paid if additional shifts are worked as a result of nurses voluntarily exchanging hours.
  5. This bonus will not be denied to a nurse who is expected to work an additional weekend shift or shifts to accommodate a weekend off during PTO use.
  6. This bonus will not be paid in those situations in which a nurse's alternate weekends are rearranged (for example, two on, two off) in order to accommodate a nurse working only every other holiday.
  7. This bonus will be **paid at eight dollars (\$8.00) per hour**.
- D. Prior Experience/Confirmation of Appointment: Upon employment, the Hospital will review a nurse's prior education and experience and assign reasonable credit for such education and experience. Prior to commencement of employment, nurses will receive a letter of confirmation of appointment stating the years of credit for experience granted, the salary level agreed upon, the nurse's step on the increment scale, the employment status, the number of hours the nurse is employed to work, the shift rotation, and the unit assigned. New confirmation of assignment letters will be signed when a nurse changes position or number of hours.
- E. Reassignment: A reassignment within the bargaining unit shall not affect the eligibility dates for length of service and educational increments.
- When a licensed practical nurse in the employ of the Hospital completes the educational program and becomes licensed to legally practice as a registered nurse, such nurse shall be granted full credit for her/his length of service at the Hospital toward eligibility for and accumulation of benefits provided for registered nurses.
- F. Nurse Meetings: A nurse who is required to attend staff development classes and department meetings during the nurse's nonscheduled work hours shall be paid at the day rate of pay for all hours so spent. A nurse who is required to attend any assigned hospital related meetings during the nurse's nonscheduled work hours shall be paid at the day rate of pay for all hours so spent except that she/he shall be paid time and one-half (1 1/2) her/his regular rate of pay for all such hours worked in excess of eighty (80) hours during her/his pay period or in excess of eight (8) hours in any workday, **twelve (12) hour nurses receive time and one half (1 1/2) for work in excess of twelve (12) hours in a day or forty (40) hours in a week**. Nurses will not be disciplined for failure to attend voluntary meetings. Failure to attend such voluntary meetings will not be used as the sole basis for denial of promotion.



Nurses will be expected to attend the majority of mandatory staff meetings. Nurses are expected to obtain information from all mandatory staff meetings they do not attend. No references will occur on job evaluations or in supervisory meetings for failure to attend all the mandatory staff meetings as long as the information is obtained.

G. Charge Pay:

Hospital. A registered nurse working in a designated charge capacity for a shift of eight (8) hours or twelve (12) hours shall receive one dollar fifty cents (\$1.50) per hour differential.

Nursing Home. Licensed Practical Nurses working in charge of a patient unit during an evening or night shift in the Nursing Home will receive effective October 1, 2008: seventy five cents (\$0.75) per hour, effective October 1, 2010 one dollar (\$1.00) per hour. Registered Nurses in the Nursing Home will continue to receive charge pay, under the same conditions (2 per shift on days). However, any expansion of RNs hours on any shift in the Nursing Home will result only in one (1) nurse receiving charge pay.

Home Care: Home Care staff nurses designated to stand in for the Clinical manager will receive charge pay.

- H. Mileage: Employee mileage incurred while using their own car will be reimbursed at the Internal Revenue Service rate.
- I. Short Notice Bonus: In the event a nurse is called to work an unscheduled shift, and agrees to work, the Hospital will pay a short notice bonus under the following circumstances:
1. The need to fill a shift that arises less than eight (8) hours prior to the start of the evening shift or night shift and twelve (12) hours prior to the start of the day shift.
  2. The bonus does apply when other bonuses are payable (e.g. Weekend and Holiday bonus).
  3. **The bonus will be paid at six dollars (\$6.00) per hour.**
- J. Bonus Applications: (Weekend Shift Bonus, Holiday Bonus and Ambulance Run) Except for Short Notice Bonus, In the event more than one bonus applies, the hospital will pay the highest applicable bonus to the nurse and that bonus payment will not be pyramided for the same shift on the same day.
- K. OB Incentive: Registered Nurses who successfully complete OB orientation will receive an annual payment calculated on the basis of sixty cents (\$0.60) per hour worked in the contract year, up to a maximum of \$1,000.00. Registered Nurses who terminate before October 1<sup>st</sup> **of any year** will be paid the incentive for hours worked in the contract year as of date of termination.

- L. Preceptor Differential: Any nurse who is acting as preceptor shall be paid an additional one dollar (\$1.00) per hour. The Department Manager will assign a designated preceptor. The Hospital will track preceptor hours.

**Nurses shall only be assigned the preceptor role upon mutual agreement between the nurse and the Hospital.**

- M. Credentialing: Three hundred dollars (\$300.00) annual payment for all nurses credentialed in more than two areas with the hospital system.

- N. Flexible Status: For OR Flexible Status nurse and Flexible Status nurse, which allows for current OR nurses to account for the varying OR schedule, and which gives Perham Health the option to hire nurses in a flex position outside of the OR. **An OR nurse who is currently in a Flexible Status position at the time of negotiations has the right to remain in the Flexible Status position or opt out to their current FTE.** The details affecting the two positions are described below.

OR Flexible Status - An OR Flexible Status nurse is a nurse who is hired into a specific FTE job who may have their hours flexed up or down up to two shifts per pay period. The position will be hired at no more than a 64-hour FTE flex job, and no less than a 32-hour FTE flex job. An OR flexible status nurse will be subject to all of the terms and conditions of the contract with the following exceptions:

- 5% premium as a permanent pay increase above the base wage rate which is applicable as long as the nurse continues in flexible status. If overtime is applicable, the overtime premium will be applied to the base rate plus the 5% flex premium. (5% premium does not apply to non-productive time such as PTO, EDO, etc.)
- A nurse in this classification would be the first to be flexed up in times of coverage needs in the OR and would be the first to be flexed down in times of low census/low need.
- Flexible status nurses are eligible for all contractually provided benefits available to full-time nurses, regardless of the average number of actual hours worked. For purposes of health insurance eligibility, the stability period for which coverage is guaranteed will be no less than 12 months.

Flexible Status - A Flexible Status nurse is a nurse who is hired into a specific FTE job who may have their hours flexed up or down up to two shifts per pay period. The position will be hired at no more than a 64-hour FTE flex job, and no less than a 32-hour FTE flex job. A flexible status nurse will be subject to all of the terms and conditions of the contract with the following exceptions:

- 5% premium as a permanent pay increase above the base wage rate which is applicable as long as the nurse continues in flexible status. If overtime is applicable, the overtime premium will be applied to the base rate plus the 5% flex premium. (5% premium does not apply to non-productive time such as PTO, EDO, etc.)

- Flexible status nurses are eligible for all contractually provided benefits available to full-time nurses, regardless of the average number of actual hours worked. For purposes of health insurance eligibility, the stability period for which coverage is guaranteed will be no less than 12 months.
- Flexible status nurses will maintain weekend and holiday rotation as defined in the contract.
- On a day-to-day basis, needs that arise will be offered to Flexible Status nurses on a voluntary basis, and Flexible Status nurses will qualify for short notice bonus if already flexed up.

0. Weekend Status: Perham Health will have the option to hire a nurse that works a weekend schedule. The details of this position are below.

A Weekend Status nurse will be hired into a 48-hour per pay period shift (working two 12-hour shifts or three 8-hour shifts) working every weekend. The definition of a weekend is those shifts worked between 1500 Friday and 0700 Monday. A nurse in this classification will receive his/her regular rate of pay, plus \$5.00 for each hour worked on the designated weekend. A nurse in this classification will receive their regular rate of pay for all other paid hours such as any hours worked during the week, PTO, orientation, meetings and the like. Weekend Status nurses are eligible for all contractually provided benefits available to full-time nurses, regardless of the average number of actual hours worked. For purposes of health insurance eligibility, the stability period for which coverage is guaranteed will be no less than 12 months.

A nurse in this status will be granted up to three (3) weekends off per year, excluding funeral, hospitalization, and disability leave time. All holidays that fall on the weekend must be worked. Only one weekend of PTO may be scheduled during the months of June, July and August. Weekend Status nurses will not be required to work holidays that do not fall on the weekend.

## 7. ON-CALL

- A. Off-Premise: A nurse shall be paid four dollars **and seventy-five cents (\$4.75)** per hour for off-premise on-call time. When the nurse is called to work, on-call pay shall end and the nurse shall be paid at her/his regular rate of pay.

If a nurse is called to work while on-call, off-premise, she/he will be guaranteed not less than three (3) hours of pay. Such three (3) hours shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay to the extent that the total of hours worked and guaranteed exceed eight (8) hours in one (1) day or eighty (80) hours in a payroll period. Except in the case of an operating room (OR) nurse and Home Care nurse which will be guaranteed not less than two (2) hours of pay as provided above.

A nurse who returns to on-call status will be paid at the on-call rate.

Any nurse who works 1872 or more on-call hours annually (October 1 to September 30), shall be paid an annual bonus of one thousand dollars (\$1,000).

If the **Home Care nurse** is called while on-call without the intent to return to on-site premises, she/he will be guaranteed not less than 30 minutes of pay at the nurse's regular rate of pay. Shift differential shall apply when applicable.

- B. On-Premise On-Call: A Registered Nurse or Licensed Practical Nurse required by the Employer to remain on-call in the Hospital shall receive 100% of the Federal or State minimum wage, whichever is higher for each hour of on-call on-premise.

## 8. **PART-TIME NURSES**

- A. Salary: Part-time nurses (as described in Section 1, Definitions) shall be paid the same hourly wages and increments described in the Charts of Section 6. A part-time nurse will advance one step on the salary scale for each 2080 compensated hours.

They will enjoy the same differentials and bonus payments described in Section 6.

- B. Additional Hours: The Hospital, Nursing Home, and Home Care will post all shifts available, which are beyond any nurse's guarantee. Regularly scheduled part-time nurses may voluntarily pick-up additional hours according to seniority and prior to any roster nurse picking up those hours.

- C. Benefits for Part-time Nurses: The following additional benefits will be received by regularly scheduled part-time nurses (as described in Section 1, Definitions) who are willing to share with the full-time nursing staff the following: weekends, relief or night duty.

- 1) Paid Time Off (PTO) / Extended Days Off (EDO). (See Appendix A - PTO Policy and Appendix B - EDO Policy)

- 2) Insurance: Part-time nurses shall be entitled to insurance benefits as described in Section 19, Insurance.

- D. Except as otherwise expressly limited or qualified by this Section 8, a part-time nurse shall be entitled to the benefits of the other Sections of this Agreement.

- E. Compensated Hours: A part-time nurse may be credited with up to eighty (80) compensated hours per two (2) week payroll period toward eligibility for and accumulation of benefits provided by this Contract, and as hours for which length of service increments accrue. Compensated hours shall include all hours for which a nurse is paid except off-premise on-call hours up to eighty (80) hours.

## 9. **TRANSFER OF BENEFITS**

A change in status from full-time to part-time or from part-time to full-time shall not work a forfeiture of earned benefits. A change in status from full-time to part-time or part-time to full-time shall not work a loss of credited standing to earn benefits, which benefits are contractually provided in the status to which the nurse has changed.

## 10. **HOLIDAYS**

- A. The following nine (9) holidays are recognized by Perham Health and Perham Living:

New Year's Day

Fourth of July

Christmas Day

Easter	Labor Day	Memorial Day
Thanksgiving Day	<b>2 Floating Holidays</b>	
	(to be taken at a mutually agreeable time)	

- B. In a manner consistent with staffing needs, nurses shall not be required to work more than one-half (1/2) of the holidays as designated in this Section 10 (A) during any calendar year. A nurse shall **be paid a bonus of nine dollars (\$9.00) per hour for all extra holiday hours** worked at the hospital's request.
- C. Nurses eligible for holidays off will take precedence over normal weekend scheduling. This is to mean that a Registered Nurse or Licensed Practical Nurse who is eligible for a holiday off which happens to fall on a Saturday or Sunday will get the weekend off, if the nurse so chooses.
- D. The twenty-four (24) hour holiday shall begin with the night shift preceding the holiday, and end with the evening shift the day of the holiday. **For the purpose of premium holiday pay**, the holiday will begin at 11:00 p.m. the eve of the holiday and end at 11:00 p.m. the day of the holiday **for eight (8) hour nurses and 7:00pm the eve of the holiday and end at 7:00pm the day of the holiday for twelve (12) hour nurses.**
- E. In order to be eligible for a holiday premium, nurses are required to work both their last scheduled workday before the holiday and their first scheduled workday after the holiday, unless such absence is excused by the Hospital. Such excuse shall not be unreasonably denied.
- F. A nurse who has the Christmas or New Year's holiday off, will not be scheduled to work during the time period beginning with the 3:00 p.m. to 11:00 p.m. shift on the eve of the holiday through the end of the 3:00 p.m. to 11:00 p.m. shift on the holiday.
- G. In exchange for agreeing to pay premium pay at the rate of 1 and ½ times a nurse's regular rate of pay for all hours worked on a holiday, the PTO accrual in Appendix A will decrease since the previous PTO accrual included accrual hours for holidays.
- H. **For scheduling purposes, 12-hour nurses will be scheduled starting 7:00pm the eve of the holiday and end at 7:00am the day following the holiday.**

Additionally, because nurses in OR and Home Care do not work holidays as frequently as nurses in other areas, OR and Home Care nurses will be paid double the normal on-call rate for any call taken on a holiday.

## 11. VACATIONS

- A. The Hospital shall provide vacation in the form of PTO. (See Appendix A - PTO).
- B. The primary factor governing the scheduling of earned PTO shall be availability of the nursing staff to provide patient care throughout the Hospital. PTO may be scheduled on a year-round basis.

If two or more nurses on a station unit request concurrent PTO and staffing for patient care does not allow granting of all requests, and such conflict is not resolved

on a mutually agreeable basis between the nurses involved, the PTO shall be given to the nurse making the earlier request for such time off. In the case of simultaneous requests, the nurse on a station unit having greater length of service in the Hospital as defined in Section 16 shall be given preference.

Requests for PTO greater in length than **twenty-four (24) hours** must be made in writing and given to the nurse's supervisor at least **six (6)** weeks in advance of the schedule posting.

When a nurse takes a day off after the schedule has been posted, the hospital will normally pay PTO for those hours. However, if a nurse finds her own replacement he/she may notify the hospital that he/she does not want to use PTO. The nurse understands that if this puts him/her over the 160-hour carry over limit at year-end, no exceptions will be made. The nurse is responsible to maintain the hours worked to maintain insurance.

- C. Accrued PTO days may be divided; a nurse's total accrued PTO time need not be taken in one block.
- D. Nurses who have been on leave of absence shall retain their original anniversary date for purposes of calculating future PTO benefits.
- E. **PTO will begin to accrue immediately upon hire.** After three (3) months or more of service, nurses shall receive pay for unused, accrued PTO, provided the nurse gives the Hospital thirty (30) days notice of her/his intention to terminate service. In the case of unavoidable circumstances (illness of the nurse, transfer of the spouse) the thirty (30) day notice period will not be required.
- G. Based on a contract year of October 1<sup>st</sup> through September 30<sup>th</sup>, a nurse with twenty-three (23) days of PTO will receive two (2) weekend shifts off as part of that PTO; a nurse with twenty-eight (28) days of PTO will receive two (2) weekend shifts off as part of that vacation; and a nurse with thirty-three (33) days of PTO will receive four (4) weekend shifts off as part of that PTO.

## 12. SICK LEAVE

- A. The Hospital shall now provide sick leave in the form of EDO. (See Appendix B - EDO Policy). The Hospital may require evidence of personal illness.
- B. Nurses unable to report to work because of illness shall notify the Department Director or appropriate charge nurse as **soon as possible but no later than 2 hours before the start of the shift, except when there is an unavoidable emergency.**
- C. After thirty-two (32) hours of consecutive PTO leave, a nurse may need physician approval to return to work. The nurse must notify the Senior Leader or designee of her/his availability to return to work. The Hospital may require evidence of personal illness.

## 13. LEAVES OF ABSENCE

- A. A nurse will be granted a leave of absence without pay for the following purposes:

1. Personal Illness: For personal illness, a maximum period of six (6) months of leave, including any EDO or other paid time off that the nurse may have.
2. Critical Illness or Death in the Family: For critical illness or death in the immediate family (parents, brothers, sisters, sons, daughters, husband, wife, mother-in-law, father-in-law) a period of two (2) months without pay.
3. Maternity Leave: A leave of absence of up to six (6) calendar months upon request of a nurse shall be granted for maternity leave.
4. Other: Leaves of absence for reasons other than specified here will be granted to a nurse at the discretion of the Hospital and on an individual basis.

**Compassionate leave without pay may also be granted at the discretion of the Hospital in cases of death where there is a special circumstance between the deceased and the employee similar to that of the immediate family.**

5. Educational Leave: A nurse who has been employed by the Hospital for a period of two (2) years or more may be granted an educational leave of absence totaling up to twelve (12) consecutive months. Any extension of an educational leave of absence shall be at the discretion of the Hospital. In order to qualify for such leave, the nurse must be a full-time student at a college or university, working toward a degree having reasonable relation to professional employment in nursing or enrolled in a nurse-practitioner program.

B. A nurse will be granted a leave of absence with pay for the following purposes:

1. Death in the Family: A leave of absence of up to three (3) scheduled work days, **a maximum of twenty-four (24) hours**, without loss of pay, will be granted to nurses in case of death in the family (parents, parents-in-law, step parents, step children, brothers, sisters, brothers-in-law, sisters-in-law, sons, daughters, son-in-law, daughter-in-law, grandparents, husbands, wives, grandchildren, and significant other). The nurse will not be required to replace self. **Perham Health will grant a twelve (12) hour nurse an additional third day off if needed and the nurse may either be paid via PTO, or be an unpaid day.**

Such leave period shall be any three days (24 hours) with pay for scheduled work days beginning the day of death through the third day after the funeral unless different days are agreed to between the nurse and the hospital. There is no guarantee of three paid days if the nurse was not scheduled.

2. Educational Leave:
  - a. A leave of absence of **twenty-four (24) hours** without loss of pay shall be granted to each registered nurse annually for attendance at professional or education meetings, classes, conference and workshops, provided the program is reasonably related to the nurse's job and approved in advance by the Hospital.

- b. The above-mentioned Leave of Absence days for Registered Nurses and Licensed Practical Nurses shall not be used by the employer for required education. These days may be requested and granted for the RN's or LPN's choice of seminars related to the nurse's employment.

Registered Nurses shall receive two hundred dollars (\$200.00) reimbursement per year for any workshops, seminars, etc., at the nurse's choice.

Licensed Practical Nurses shall receive one hundred fifty dollars (\$150.00) reimbursement per year for any workshops, seminars, etc., at nurse's choice.

Any required education for Registered Nurses or Licensed Practical Nurses by Perham Health and Perham Living (ACLS, BCLS, NALS, PALS, etc.), shall be paid for by the employer, including time spent in course, course fees, mileage, and expenses related to obtaining the required education.

Such leave shall be two (2) days, **or sixteen (16) hours**, for licensed practical nurses.

3. Jury Duty and Subpoenaed Witnesses: A nurse called to serve on a jury, or subpoenaed to serve as a witness in any court on a subject arising out of the nurse's employment at the Hospital, shall be paid her/his normal compensation, excluding shift differential, for regularly scheduled work hours necessarily lost because of jury service. The hospital shall be reimbursed for the amount paid for such time from the court. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked except for purposes of computing overtime.
4. Military Leave: The employer shall grant leave of absence for military service by employees in compliance with the provision of applicable Federal Law, including the Veteran's Re-Employment Act.
5. School Conference and Activities Leave:
  - a. An employer must grant an employee leave of up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer.
  - b. Nothing in this section requires that the leave be paid; except that, an employee may substitute any accrued PTO or other appropriate paid leave for any part of the leave under this section.



6. Sick Child Care Leave: An employee may use PTO benefits provided by the employer for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary.

The child must be under eighteen (18) years of age or under twenty (20) and still in secondary school.

C. Return to Work:

1. When an employee is ready to return to work from a leave of absence a written request for reinstatement shall be presented to the Department Head at least four (4) weeks prior to the date on which the employee will be available for work.
2. Nurses returning from a leave of absence which is ninety (90) days or less will be returned to their former position.
3. Nurses returning from a leave of absence which is more than ninety (90) days but less than one hundred twenty (120) days will be returned to their former position (as defined by shift, number of hours and length of service), if possible, but if the Employer determines that this is not possible, such nurse will be returned to a similar position (Classification pay rate and experience) for which the nurse is qualified without a reduction in pay rate. If there are no similar positions open, then the Hospital will offer the nurse the next open similar position for which the nurse is qualified.
4. When a nurse returns from a leave of absence which is one hundred twenty (120) days or more, the Hospital shall make every effort to reinstate the nurse as soon as possible after receiving such request to a position which is commensurate with the nurse's skill, pay rate and experience.
5. If a nurse has not returned to work within six (6) months, the nurse will be dropped from employee status. This shall not apply with respect to leaves extended with the Hospital's approval or until after twelve (12) months in the case of educational leaves under Section 13 (A).

- D. Accrual: Length of service benefits shall not accrue during an unpaid leave of absence, but will remain the same as at the time of the beginning of the leave, except as provided in Section 15, A.

14. SCHEDULES AND POSTING

- A. The time schedule shall be posted fourteen (14) calendar days in advance of the nurse's scheduled work.

Home Care **patient visit** scheduling is done on a daily basis by the Clinical Manager or designee as patient load and other duties warrant. The **patient visit** schedule shall not be posted. The Home Care nurses' schedules are posted at least 14 days in advance, but the patient schedule is not posted in advance.

Process for Extra Shifts: For a period of three days after the final schedule is posted, bargaining unit nurses will have the opportunity to pick up any open shifts they are qualified to work. Until the three days is completed the schedule will be frozen. If multiple qualified nurses choose the same day, seniority will apply. After three days, it will be first come first serve for the remaining shifts.

Once a shift is accepted by the nurse that will be their shift and the nurse is responsible for working said shift. If there is low census, the contract language will be followed.

Supervisors and managerial designees are exempt from picking up extra shifts, except in cases of emergency (an unplanned immediate need) or an unavoidable situation where patients would be deprived of needed nursing care.

- B. When the Hospital intends or desires to fill any position for which a nurse is eligible, notice of the vacancy and the qualifying details of the position shall be posted in the Hospital for a minimum of **five (5)** days so that the nurses then employed will be notified. In filling any such position, the primary consideration shall be qualification to perform the duties of the position, provided that when the qualifications of two or more nurses who are available for such position are approximately equal, preference shall be given to a nurse employed by the Hospital **in the bargaining unit** over a nurse not then employed by the Hospital, and as between nurses employed by the Hospital, preference shall be given to the nurse who is senior in length of Hospital employment **in the bargaining unit**. In filling a position, former nurses having left the Hospital with good records will be given preference over other new applicants. Normally during a period of one year, a nurse will be limited to one transfer, unless a different arrangement has been made upon employment.
- C. Employment Understanding. Upon hire and for each nurse currently employed upon ratification of this contract, the employer will provide each nurse with a written confirmation of the nurse's employment understanding. This will include the nurse's hours and department. A new employment understanding will be signed by the nurse when there is a permanent change of position.
- D. Request of Modification. Nurses scheduled beyond their employment understanding may request the understanding be modified to include additional scheduled hours. If the request is approved, the increase is not subject to posting requirements.

## 15. LAYOFF AND SENIORITY

- A. Voluntary Leave Before Layoff: Before resorting to any layoff procedure, the Hospital will offer the nurses an opportunity to voluntarily request leaves of absence without pay of not more than ninety (90) days. During such leave of absence, PTO and length of service rights shall continue to accrue up to thirty (30) days. The Hospital will not permanently fill the nurse's position during the period of leave of absence.
- B. Seniority: Seniority shall be determined by length of service of a nurse based on total compensated hours. Nurses shall have seniority within their respective classifications for purposes of layoff. Separate seniority lists will be maintained: one for registered nurses and one for licensed practical nurses.

Nurses who leave the bargaining unit for up to twelve (12) calendar months, for a non-contract position within the facility, will have seniority hours frozen and credited if the nurse returns to the bargaining unit within twelve (12) calendar months.

There shall be one seniority list for RNs and LPNs in Home Care.

- C. Non-Voluntary Layoff: In the event it is necessary to layoff nurses due to lack of work, nurses shall be laid off on the basis of the least length of service in the bargaining unit (with separate R.N. and L.P.N. lists). Any reduction in the number of hours regularly scheduled shall be considered a layoff.

It is expressly agreed that the operation of this Section shall not have the effect of depriving patients of needed nursing service. A nurse may be retained out of sequence described above if nurses with greater length of employment do not have the ability to perform the duties within a reasonable period of orientation not to exceed two (2) weeks. The preceding sentence notwithstanding, the Hospital may retain nurses out of sequence when the Hospital reasonably determines that a two (2) week orientation would be inadequate.

The Hospital shall use a system whereby nurses affected by layoff shall select from all vacant bargaining unit positions, in their classification, for which they are qualified in order of most seniority. Nurses may accept complete layoff, and retain full rights to recall to their former position, as defined by shift, number of hours, and area of work.

- D. A revised and up-to-date listing of the length of employment (seniority) for each nurse in the bargaining unit will be posted by the Hospital and provided to Minnesota Nurses Association on a quarterly basis, and at the time of notice of layoff.
- E. There shall be no break of seniority during the period of layoff. However, seniority shall be lost if the nurse is not recalled from layoff within one (1) year. The nurse and the Minnesota Nurses Association will be given two (2) weeks written notice in advance of any layoff. A nurse who is laid off shall have the right at the time of layoff to receive appropriate prorated PTO with pay upon written request to the Hospital.
- F. In the event of a voluntary quit and subsequent rehire, seniority shall date from the date of most recent hire.
- G. If there has been a layoff, the Hospital shall not hire new employees into the bargaining unit or request casual part-time nurses to work until all nurses holding length of employment rights who are equally qualified to perform the work available shall have been recalled. Recalls shall be in reverse order of length of employment in the bargaining unit. Employees on layoff shall receive notice of recall in writing by certified mail, with a copy to the Association. A nurse shall be given one (1) week to report to the Hospital after receipt of notice.
- H. Nurses eligible for health insurance will be given information at the time of layoff or voluntary leave on their COBRA Rights, to continue their health insurance premiums for eighteen (18) months, at their own expense.

16. **LOW CENSUS DAYS**

- A. When a nurse's posted work hours are canceled by the Hospital due to lack of work, the Hospital will notify a nurse who is being requested to take a low census day two (2) hours prior to the beginning of their shift or reimburse the nurse for one (1) hour at her or his regular rate of pay. The nurse shall receive credit for eight (8) hours of work **for eight (8) hour nurses and credit for twelve (12) hours for twelve (12) hour nurses** toward eligibility for and accumulation of contractually provided benefits.
- B. The Hospital will create a system whereby documentation of voluntary and mandatory low need days shall occur per shift by the nurse in charge. This list will be reviewed each pay period for accuracy according to the person checking time cards. Voluntary low census hours shall not count toward total hours for mandating.
- C. In the event it is necessary to reduce staffing on a short-term basis because of low census, nurses will first be asked to take absent days on a voluntary basis. The assignment of non-voluntary absent days shall be on the basis of seniority among nurses, by shift, and work location, (i.e. Hospital, Home), on a rotating basis, provided they are qualified to perform the available work. Voluntary and involuntary low census days shall count toward eight (8) hours of benefit credit **for eight (8) hour nurses and benefit credit for twelve (12) hours for twelve (12) hour nurses.**
- D. Minnesota Nurses Association and the nurses employed at Perham Health and Perham Living recognize the Hospital may have need to have cancelled nurses on call. Nurses placed on low census may be required to take mandatory call. In the event the nurse is called in to work after taking low census call and is called not later than one-half (1/2) hour after the commencement of that shift, the nurse shall be paid for the entire shift if she/he arrives within one (1) hour after receiving the phone call, or within a time mutually agreed upon between the nurse and the Hospital.
- E. The Hospital shall post the low census hours for each nurse, month to date from October 1 to **September 30** each year.
- F. Casual part-time temporary nurses and/or non-bargaining unit personnel shall not be utilized to replace any bargaining unit nurses whose hours are reduced under this Section or the layoff procedure above.
- G. Low census days will be given based on total accumulated hours, caseload or other factors.
- H. Nurses having hours reduced shall be given first opportunity to the extent practicable for subsequent additional work hours that may become available to replace work hours lost.
- I. In the event a nurse has her/his hours involuntarily reduced by a total of **fifty-six (56) hours** within a Contract year, the Hospital will review the staffing needs and the nurse's work location, (i.e., Perham Health and Perham Living) and the Labor-Management Conference Committee shall meet and discuss whether layoffs are appropriate. The primary consideration shall be the preservation of scheduled hours for senior nurses.

- J. Home Care: A separate policy was developed for home care specific to the low census process. Please see policy attached to the back of the contract. Appendix C

17. **DISCIPLINE AND TERMINATION**

- A. The Hospital shall not discharge, suspend or discipline a nurse without just cause. A timely written notice of any discharge, suspension or written disciplinary warnings shall be given to the nurse and a copy thereof shall be sent to Minnesota Nurses Association. A nurse's participation in Minnesota Nurses Association bargaining unit activities or eligibility for longevity benefits will not constitute just cause for discharge or other discipline.

Any nurse participating in a meeting that reasonably could lead to any disciplinary action, including termination, shall be advised in advance of the meeting's purpose. The nurse shall have the right to request and be granted Association representation during such meeting. At any meeting where discipline is to be issued, the employer will advise the nurse of the right to have Association representation at such meeting.

If coaching or counseling is given, it shall be confirmed in writing, and a copy shall be given to the nurse. These actions shall not be in the nurse's permanent file.

One, or a combination, of the following steps will be used to resolve or correct the situation:

1. Verbal Warning: Documentation of a verbal warning will be placed in the employee's personnel file.
  2. Written Warning: If a verbal warning is not effective or is not appropriate, a written warning signed by the employee and the supervisor will be placed in the employee's file.
  3. Leave Without Pay: If a written warning is not effective or is not appropriate, the supervisor may grant up to three (3) days leave without pay for the employee to consider their performance. This leave without pay and associated documentation will be signed by both the employee and supervisor. A follow-up meeting will also be conducted on the first day upon the employee's return to work. This discussion will be documented, signed by both employee and supervisor and placed in the employee's personnel file.
  4. Discharge From Employment: If leave without pay warning is not effective or is not appropriate, the employee may then be discharged upon determination of the department head, Human Resources Director and/or the CEO.
- B. Nurses must give the Hospital thirty (30) days' written notice of termination of employment. Inadequate notification will result in loss of accumulated benefits unless there is mutual agreement between the Hospital and the nurse to the contrary.

**18. RETIREMENT:**

The Hospital shall continue the present tax-sheltered annuity plan presently available to nurses.

Employees who have worked at least 40 hours on average per pay period will be entitled to participate in a retirement annuity offered by the facility upon hire. Eligibility for participation begins the third year of employment with a 2% contribution by Perham Health and Perham Living. The employer contribution increases to 4% in the fourth year and to 6% in the fifth year of employment.

- 2% match from MHH beginning of 3rd year of employment
- 4% match from MHH beginning of 4th year of employment
- 6% match from MHH beginning of 5th year of employment

**19. INSURANCE**

- A. Hospitalization: The Hospital shall provide health insurance coverage for all nurses who average sixty (60) hours or more per two (2) week payroll period on the following terms: The Hospital shall pay 80% of the single premium, 70% of single plus one premium, and 65% of the family premium costs of health insurance coverage. No change in said insurance plan shall diminish overall benefits for the nurses. Eligibility for health insurance for new employees begins the first day of the month following the date of hire or date of a status change into a full-time position.
- B. Life Insurance: Nurses who average sixty (60) or more hours per pay period shall be covered by the Hospital's present life insurance policy.
- C. Long-Term Disability: The Hospital shall provide and pay the full cost of the long-term disability insurance policy for nurses who average sixty (60) or more hours per pay period.
- D. Flex Plan. Nurses are covered by the Hospital's Section 125 flexible compensation plan.
- E. Dental Plan. A nurse must average sixty (60) or more hours per pay periods to be eligible for the dental plan.

**20. GRIEVANCE PROCEDURE**

- A. Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step 1. The employee shall discuss the grievance with the department head. The employee may have her/his union representative present at the time of the discussion and the department head may have the employee's immediate supervisor present.

Step 2. If the grievance is not resolved in Step 1 it shall be submitted in writing to the Hospital, shall specify in detail the alleged violation of the Contract, and shall be received by the CEO of her/his designate no later than fifteen (15) calendar days following the date of the occurrence. Grievances relating to the compensation shall be timely if received by the Hospital no later than twenty (20) calendar days following

the date of receipt of the check by the employee. Following receipt of the written grievance by the Hospital, representatives of the Hospital and the Union shall meet in an attempt to resolve the grievance. Within fifteen (15) days of the meeting between the representatives of the Hospital and the Union, the Hospital shall present a written answer to the grievance.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within seven (7) calendar days following the receipt of the written answer to the grievance. The Hospital and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute.

In the event the parties cannot agree on a neutral arbitrator within three (3) working days, then either party may request a list of five (5) neutral arbitrators to be submitted to the parties by the Federal Mediation Services. The parties shall flip a coin and alternately delete the names from the list and the last name shall be the neutral arbitrator.

- B. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and arbitrators shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. Minnesota Nurses Association retains the right to amend the written grievance (as submitted to the Hospital in Step 2) prior to arbitration. The award of the arbitrator shall be confined to the issues raised in the written grievance as amended and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Hospital, and the nurses.
- C. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.
- D. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred. The time limitations provided herein may be extended upon mutual written agreement of the parties.
- E. The Hospital agrees that a representative of the Association shall be excused from scheduled work time without loss of pay for the investigation and handling of controversies and grievances over the interpretation or adherence to the terms and provisions of the Agreement. Such time shall be reasonably short, scheduled in advance and only after permission from the immediate supervisor, and it shall not interfere with job duties and patient care. The preceding sentence shall not apply to any arbitration hearing provided for under this Agreement. Throughout each step, including Step 1, the right of the nurse to request the presence and representation of the Association shall be recognized.

## **21. PERSONNEL FILES**

A nurse shall be entitled to inspect and copy her/his personnel file, including but not limited to, evaluation reports, disciplinary notices or records and attendance records, during reasonable times.

**22. SUCCESSORS OR ASSIGNS**

The Hospital will give Minnesota Nurses Association four (4) weeks notice of any planned sale, merger, consolidation, transfer, reorganization of services, or contract for outside management services.

**23. JOB SECURITY**

In the event the Hospital is giving serious consideration to any substantial changes in the overall job duties of nurses, the Minnesota Nurses Association shall be given notice within thirty (30) days of the date that the Hospital decided to so consider said changes. The Minnesota Nurses Association shall then be given the opportunity to negotiate the issue with the Hospital and present its views, arguments, and opinions in connection with the proposed changes prior to any final decision relating thereto. The negotiations shall consider whether or not said changes are made, alternative means of accomplishing the result desired by the job duty changes and appropriate means to eliminate or minimize any disruptive effects on nurses because of such changes. No nurse shall be laid off as a result of any of the changes referred to in this Section.

**24. AVAILABILITY OF PAYROLL INFORMATION**

The Hospital shall provide the following information with each payroll check every two (2) weeks:

1. Hours at regular pay and earnings at regular pay.
2. Hours at overtime pay and earnings at overtime pay.
3. Hours of paid EDO used during this pay period.
4. Hours (and amount) of shift differential paid during this pay period.
5. Amount of PTO hours used during this pay period.
6. Amount of Minnesota Nurses Association dues or monthly service fee deduction.
7. Total gross pay and withholding to date per calendar year.
8. Amount of deduction for life/health insurance, payment of bills to Perham Health and Perham Living, tax sheltered annuity, and payroll savings account.
9. Number of Extended Days Off (EDO).

**25. BULLETIN BOARDS**

The Hospital will provide bulletin board spaces in locations accessible to nurses for the posting of meeting notice and Association material, including Nursing Home and Home Care.

**26. REASSIGNMENT OF SCHEDULE FLOATING**

The Hospital shall make a good faith effort to staff and schedule the nurses so as to minimize reassigning (or floating) nurses from their usual unit assignment.

Nurses not fully oriented to a unit shall have the right to refuse assignment there without reprisal. Orientation shall include not less than five shifts of on-site, supervised duty and instruction.

The parties recognize the importance of orientation to specialty areas and the Hospital will take steps to avoid pulling nurses scheduled for orientation to specialty areas to provide coverage in other areas. If there is not a consistent orientation for an individual employee's specialty orientation, a meeting will be set up between the employee and the supervisor to resolve the issue upon request of the employee.



If a nurse is called off a shift and offered work on the same shift within two (2) hours of the call-off, on a unit for which the nurse is qualified, and the nurse refuses to work that shift, the nurse shall lose any benefits accrued for the day of the call-off under Section 16, including a low census day.

**27. AMBULANCE COVERAGE**

The Hospital will guarantee usual hourly pay at the nurse's current increment level to any nurse requested by Hospital personnel to accompany the ambulance on a patient run. Such pay shall be in accordance with the provisions of Section 4(B), Overtime, as applicable.

Nurses on ambulance coverage shall receive a forty dollar (\$40.00) bonus premium.

No nurse shall be required to accompany an ambulance run as a condition of employment, and such nurse may refuse a request at any time.

**28. HEALTH MAINTENANCE PROGRAM**

Vaccinations required by the Hospital will be offered at no cost to the nurse.

Hepatitis B: the Hospital will provide without cost to the nurse, the hepatitis B vaccine. Following completion of the vaccination series, the hospital will perform a serum antibody titer to verify that immunity has been obtained. If the nurse fails to complete the series and the titer, the nurse will assume responsibility for the cost if they are not immune.

**29. LABOR-MANAGEMENT CONFERENCE COMMITTEE**

- A. A Conference Committee shall be established consisting of appropriate representatives of the Hospital Administration and four representatives elected by the entire group of nurses covered by this Agreement. The purpose of the committee is to work with Hospital Administration in developing a better understanding between Administration and the nursing staff, to assist in working out mutual problems of Administration and the nursing staff, to consider suggestions of the nursing staff relative to the delivery of nursing service and to facilitate communication between the two groups. This committee may request assistance from Minnesota Nurses Association at any time.
- B. The management and nurse representatives shall be established by the MNA Labor/Management Committee. The total Committee membership will not exceed eight (8) with four (4) representatives of Labor and four (4) of Management. **The CEO of Perham Health & Perham Living and the Labor Relations Specialist from MNA may attend the meetings as requested by either party.**
- C. The committee shall meet as the committee guidelines have established, not less than **four (4)** times a year. The agenda for the meeting shall be agreed upon by the committee in advance of the meetings. Minutes of the meetings shall be distributed electronically via e-mail to all nurses. **Meetings will only be cancelled by mutual agreement of the employer and the union.**
- D. Nurse representatives shall be compensated for scheduled work hours necessarily lost because of serving on this committee.

**30. ORIENTATION PERIOD**

- A. The Hospital will establish, and shall continue to provide, a comprehensive Orientation Program for each newly employed nurse. Such Orientation Program shall include not less than the first 173.3 hours of employment. After completion of the first eighty (80) hours of employment, every newly employed nurse shall be given a conference in which a written assessment of the nurse's orientation progress is reviewed with the nurse. If the nurse is not progressing at an acceptable rate, she/he will be told of those areas of performance in which she/he is expected to improve. A copy of the assessment and suggested areas of improvement for any newly employed nurse not progressing at an acceptable rate shall be mailed to the Association at the same time it is reviewed with the nurse.
- B. In the event it is determined at the end of the 173.3 hour orientation period that additional time is necessary to determine whether or not permanent employment should be offered the nurse, one (1) extension of thirty (30) calendar days to the orientation period may be made by the Hospital. Written notice of this extension shall be made by the Hospital to the nurse and the Minnesota Nurses Association at least five (5) days prior to the end of the 173.3 hour orientation period. At the same time, the problems being encountered and the Hospital's expectations shall be made known to the nurse in writing and reviewed in a conference.
- C. Notwithstanding the provisions of Section 17, Termination, herein, the decision of the Hospital to terminate a nurse during or at the conclusion of the orientation period shall be set aside only if the termination is determined to be arbitrary or capricious.
- D. Except as modified by this Section 30, a nurse who is subject to the Orientation Program shall otherwise be entitled to the full benefit of other sections of this Contract Agreement.

**31. STAFFING**

In collaboration with a management designee, the charge nurse has the authority and accountability to determine staffing needs based on patient acuity, nursing intensity, and skill mix of staff on units. If there is a disagreement between the charge nurse and management about staffing, management makes the final determination on staffing.

**32. CROSS TRAINING**

If the hospital is going to cross-train a nurse, it will be based on the nurse's skill level. If there are two or more nurses who fit the particular criteria, seniority will determine which nurse is cross trained first.

**33. NO STRIKE OR LOCKOUT**

There shall be no strike, picketing, work stoppage, slowdown or lockout of any kind for any reason, including any dispute relating to alleged unfair labor practices, during the term of this Agreement. The provisions of this Section shall be absolute and shall apply regardless of whether the dispute is subject to arbitration under the provisions of Section 20 of this Agreement.

**34. LOCKERS AND MEALS**

- A. Lockers: The Hospital will provide lockers for nurses.
- B. Meals: The Registered Nurses and Licensed Practical Nurses who notify Food Service by 4:00 p.m. will have a meal for the 11:00 p.m. - 7:00 a.m. shift (at their own expense).

**35. HEALTH AND SAFETY**

The Hospital agrees to provide masks, uniforms, smocks, eye wear and any other protective ware and or clothing as required by the Occupational Safety and Health Administration.

**36. DURATION AND RENEWAL**

Except as otherwise herein provided in **Section 6, SALARY, A. Basic Salary and Increments**, this Agreement will be in full force and effect as **of October 1, 2017 until September 30, 2020** and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to September 30 of any year. In the case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the parties further agree to meet and negotiate in good faith regarding any change or modification of provisions or terms so requested by either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed.

**PERHAM HEALTH AND PERHAM LIVING**

**MINNESOTA NURSES ASSOCIATION**

By \_\_\_\_\_  
Chuck Hofius  
Administrator

By \_\_\_\_\_  
Cassy Fogale  
MNA Labor Relations Specialist

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Rafael Pichardo, RN  
MNA Negotiating Committee

Date \_\_\_\_\_

By \_\_\_\_\_  
Hayley Dennison, RN  
MNA Negotiating Committee

Date \_\_\_\_\_

By \_\_\_\_\_  
Kristi Wallgren, RN  
MNA Negotiating Committee

Date \_\_\_\_\_

By \_\_\_\_\_  
Christina Schmitz, RN  
MNA Negotiating Committee

Date \_\_\_\_\_

**Letter of Agreement  
2017 Surgical Services Low Census**

During the 2017 bargaining sessions between Perham Health and the Minnesota Nurses Association (MNA), a concern was discussed regarding low census for RN positions in the Surgical Services area. Both Perham Health and the Minnesota Nurses Association acknowledge that improvements in this area would benefit all parties.

As a result of these discussions, it is agreed:

- A team made up of the six surgical nurses, Director of Surgical Services, and the VP of Patient Services will meet monthly to identify options, develop an action plan, implement the action plan, and evaluate the outcome of the action plan with the goal of reducing low census hours for the surgical nurses. The Director of Human Resources and the MNA Chair or Steward (or other person designated by MNA) may also participate upon advance notice.
- The team will meet monthly, and will end meeting after four months from the date of ratification.
- The team will focus only on items relating to reducing low census in the Surgical Services area.
- Perham Health management agrees that it will use the recommendations from the team, when Perham Health management deems it appropriate, to attempt to reduce the number of low census hours in the Surgical Services area. Perham Health is committed to using its best efforts to minimize the number of low census hours in the Surgical Services area.
- A survey will be conducted of all RNs in the Surgical Services area six months following the conclusion this team, and results of that survey will be presented at the next scheduled Labor/Management Committee meeting.
- If the team is unable to make satisfactory progress at the end of the four-month period, an extension of time may be granted and a mediator may be called on. This is upon mutual agreement of the MNA and Perham Health management.

PERHAM MEMORIAL HOSPITAL  
AND HOME

By \_\_\_\_\_  
Chuck Hofius, Administrator

Date \_\_\_\_\_

MINNESOTA NURSES ASSOCIATION

By \_\_\_\_\_  
Cassy Fogale, Labor Relations Specialist

Date \_\_\_\_\_



## **LETTER OF UNDERSTANDING - PENSION PLAN**

**May 1996**  
**Reviewed October 2008**

This Letter of Understanding is incorporated into the Contract Agreement between Perham Memorial Hospital & Home and the Minnesota Nurses Association as agreed to May 1996.

It is agreed that the Hospital may establish a vendor for the employee pension to be effective on or about July 1996. The following agreements were reached regarding this change in the Pension Plan in addition to the procedure that has been established to change vendors.

1. Article 18 is not changed or modified by this agreement.
2. Employees will continue to be eligible for employer match based on average of forty (40) compensated hours per pay period as computed quarterly.
3. Employees will be able to contribute to the Plan prior to eligibility for employer match or if their hours are less than forty (40) hours per pay period.
4. Since specific information regarding investment options offered is not available at the time of this agreement, further bargaining may be necessary once the options are determined. Available investment options will be sent to the Association when available. Future changes in offering of investment options will be discussed jointly in the Labor Management Conference Committee.
5. Plan description will be provided to the Association as soon as it is available.
6. Group and individual session with qualified Plan Representatives will be provided for employees regarding this change. These initial meetings will be on paid time for one-half (1/2) hour per session. Plan representatives will be available at Perham Memorial Hospital & Home on a not less than quarterly basis to address individual employee issues.
7. The Plan will provide for not less than quarterly written reports to employees.
8. Employees will be able to rollover amounts from their current plan to the new plan at any time.
9. The Plan will include loan availability.

Letter of Understanding - Pension Plan  
Page 2

10. Pension Protection. The employer assumes any and all liability, penalties, interest, cost and reasonable attorney fees for all Registered Nurses and Licensed Practical Nurses who suffer monetary damage as a direct result of the change in pension plan vendors during the period of July and August 1996, provided such adverse impact results from actions beyond the control of the employee.

PERHAM MEMORIAL HOSPITAL & HOME

MINNESOTA NURSES ASSOCIATION

SIGNED

\_\_\_\_\_  
Chuck Hofius, Administrator

SIGNED

\_\_\_\_\_  
Kathryn Kline  
MNA Staff Specialist, Labor Relations

SIGNED

\_\_\_\_\_  
Sue Dunlap, R.N.  
MNA Co-Chair

SIGNED

\_\_\_\_\_  
Cheryl Stine, R.N.  
MNA Co-Chair

**PERHAM MEMORIAL HOSPITAL  
AND HOME**

**MINNESOTA NURSES ASSOCIATION**

By SIGNED

\_\_\_\_\_  
Chuck Hofius, Administrator

Date 3-16-09

By SIGNED

\_\_\_\_\_  
Kathleen Olson, R.N.  
MNA Labor Relations Specialist

Date 3-30-09

By SIGNED

\_\_\_\_\_  
Carolyn Reynolds, LPN  
Committee Chairperson

Date 3-10-09



**LETTER OF UNDERSTANDING  
Between  
Perham Health and Perham Living  
And  
Minnesota Nurses Association**

**August 17, 2011**

Perham Health and Perham Living and the Minnesota Nurses Association have agreed, during the course of bargaining for a new 2011-2014 Contract Agreement, to refer a review of the scheduling process to a mutually designated subcommittee of the Labor Management Committee. The subcommittee will review scheduling concerns of the nurses, including regular and holiday schedules, being scheduled above or below their regular FTE's, and other scheduling concerns raised by nurses. The goal of the subcommittee is to develop guidelines for scheduling and address the nurse's concerns. The subcommittee is not intended to be a regular standing committee.

Perham Health and Perham Living

Minnesota Nurses Association

By           SIGNED            
Chuck Hofius, Administrator

Date   11-11-11  

By           SIGNED            
Jacquie Luoma, R.N.  
MNA Labor Relations Specialist

Date   11-30-11

**LETTER OF UNDERSTANDING**  
**Between**  
**Perham Health and Perham Living**  
**And**  
**Minnesota Nurses Association**

Perham Health/Perham Living and the Minnesota Nurses Association have agreed that upon ratification of the 2017 collective bargaining agreement, the Hospital will pay a \$500 ratification bonus to all current bargaining unit nurses to be paid on the first pay period following ratification.

Perham Health and Perham Living

Minnesota Nurses Association

By \_\_\_\_\_  
Chuck Hofius, Administrator

By \_\_\_\_\_  
Cassy Fogale, Labor Relations Specialist

Date \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A - PAID TIME OFF (PTO) POLICY

**INTENT OF POLICY:** Perham Health and Perham Living provides staff with a PTO (Paid time Off) benefit which provides flexibility in using time off for personal time, holiday and illness. Personnel **will begin to accrue PTO immediately upon hire, and personnel** are eligible to use PTO after three (3) months of service. Roster employees are not eligible for PTO.

We grant PTO to employees in accordance with their continuous years of service and hours worked during the year.

Employees who work 2080 hours per year (80 biweekly) are eligible for the following paid time off. PTO is prorated for hours worked not to exceed eighty (80) hours per pay period.

- a) After 1 year continuous service - **184** hours paid time off (**.0885** x hours worked).
- b) After 5 years of continuous service - **224** hours paid time off (**.1077** x hours worked).
- c) After 15 years continuous service - **264** hours paid time off (**.1270** x hours worked).

The following holidays are included in the paid time off accrual: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and personal floating holidays.

PTO requests must be submitted to department manager prior to the deadline for scheduled requests. Requests will be taken on a first come basis and consideration of staffing needs of the organization.

Employees who give required notice of resignation will be paid unused PTO.

PTO must be taken for any scheduled or unscheduled absence. Unpaid time off will not be approved until PTO is exhausted. If the employee is sick for more than four (4) consecutive scheduled days (32 hours), the fifth day and thereafter can come out of EDO time.

Upon approval, an employee is allowed to donate the net value of a portion of their PTO hours (not to exceed 40 hours) to another employee who has less than forty (40) hours of PTO remaining and has suffered loss of income because of a serious illness or injury (as defined by FMLA). A request must be submitted to the Department Director and approved by Human Resources.

If a nurse is called in to work on a PTO day after the schedule has been posted, upon request, PTO will be restored to the PTO bank. Upon request, the nurse may also be paid the PTO if total hours worked, including PTO, do not exceed eighty (80) hours in a pay period.

## APPENDIX B - EXTENDED DAYS OFF (EDO) POLICY

INTENT OF POLICY: Perham Health and Perham Living provides extended days off for employees who become ill and are unable to work for extended periods.

EDO will accrue at the rate of .0308 hours for each hour worked. This equals sixty-four (64) hours per year for a full-time (2080 hours per year) employee. Employees who work less than 2080 hours per year will accrue EDO on a prorated basis.

EDO will accrue up to a maximum of 480 hours.

EDO time will be paid after thirty-two (32) hours of illness (PTO is used for the first 32 hours). A doctor's note may be requested or required for any absence

### Administrative Procedure:

- EDO will begin accruing the first day of employment but cannot be taken until employee has worked more than 520 hours (3 months average).
- To be eligible for EDO, the employee must abide by the policy on calling if absent or tardy.
- EDO is not to be paid on termination of employment or during a personal leave of absence.
- Accrued EDO may be paid in cases of an illness/disability leave of absence.
- A second doctor's opinion may be required for an extended period of illness paid at the expense of Perham Health and Perham Living.
- For return to work, see employee health.

## APPENDIX C - HOME CARE LOW CENSUS

1. Low census shall be calculated on a daily basis Monday through Friday. The nurse receiving low census hours will be notified by 4:30 P.M. the day before. In case of Monday being the low census day, she/he will be notified on Friday by 4:30 P.M. In the event, visit scheduled for the following day changes after 4:30 P.M., the nurse will be notified the morning of a low census day. In the event visit schedule changes after 4:30 P.M. on a Friday or during the weekend, the nurse receiving low census hours will be notified on Monday morning.
2. Calculations shall be as follows:
  - a. Three scheduled staff members
    1. 13 or more visits full staff
    2. 12 visits 2 full 8 hour staff and 1 staff low census 4 hours.
    3. 8-11 visits 2 full 8 hour staff and 1 staff low census 8 hours.
    4. 7 visits 1 full 8 hour staff and 1 staff low census 4 hours.
    5. 6 visits or less 1 full 8 hour staff and 2 staff low census 8 hours.
  - b. Two scheduled staff members
    1. 8 or more visits full staff
    2. 7 visits 1 full 8 hour and 1 staff low census 4 hours
    3. 6 visits or less 1 full 8 hour staff and 1 staff low census 8 hours.
  - c. One scheduled staff member
    1. 3 or more visits full day
    2. 2 visits 4 hours, 4 hours low census
      - If one nurse is working and is low censused, she will be on call for the remainder of the day, and if not called back, shall be paid the balance of shift up to 4.5 hours of call.
  - d. Calculations will be subject to change depending on the severity of the case load as determined by the Clinical Manager.
3. Call Back If On Low Census: Clinical Manager will call low censused staff member on the day of low censusing, or as soon as it is discovered that more visits have been scheduled, requiring more staff. If staff member is unable to answer phone, a message will be left and staff member will have 30 minutes to contact Clinical Manager with ability to come to work. Staff will be called in to work 4 or 8 hours depending on visits as stated above. (Clinical Manager will try both home and cell phones.) If Clinical Manager does not receive a return call within 30 minutes, the clinical manager shall begin the usual call in to work process.
4. Low Census will be based on lowest seniority of staff working that day. Due to current staffing process there is only one staff member on Friday. In the event that all staff have received low census hours or more low census hours than the Friday staff person, a staff nurse receiving low census hours Monday through Thursday will have the option to bump the Friday nurse in order to achieve balance in the accumulated low census hours. Staff shall be low censused with the goal to be that all staff shall achieve a balance of low census hours, with the goal being never more than 8 hours difference between the most senior nurse and the least senior nurse. The process will then start over.

5. Staff with guaranteed hours that have been low censused will be able to bump roster staff from scheduled call Saturdays, Sundays and Holidays to pick up hours. Starting with the highest seniority staff and working down to lowest seniority. Staff wishing to pick up weekend and Holidays will have until 4:30 P.M. of the Wednesday prior to rosters scheduled weekend or three days prior to Holiday to notify Clinical Manager. Working roster weekends, or picking up an extra day during the week will not affect low census status.
6. After the first staff member is low censused a total of 56 hours. A meeting shall be held and the layoff process shall be discussed. Layoffs will follow the Contract Agreement beginning with lowest seniority staff to highest seniority staff. At such time staff are called back, the call back procedure will follow the Contract Agreement and greatest seniority staff shall be called back first.

**SALARY CHARTS - PERHAM HEALTH**

**REGISTERED NURSE**

<b>LENGTH OF SERVICE</b>	<b>EFFECTIVE 10-1-17 2% + 2%</b>	<b>EFFECTIVE 10-1-18 2% + 2%</b>	<b>EFFECTIVE 10-1-19 2%</b>
<b>Base</b>	\$28.15	\$29.28	<b>\$29.86</b>
<b>Step 1</b>	\$28.84	\$29.99	\$30.59
<b>Step 2</b>	\$29.54	\$30.72	\$31.33
<b>Step 3</b>	\$30.49	\$31.71	<b>\$32.35</b>
<b>Step 4</b>	\$31.35	\$32.60	\$33.25
<b>Step 5</b>	\$32.04	\$33.32	\$33.99
<b>Step 6</b>	\$33.35	<b>\$34.69</b>	<b>\$35.38</b>
<b>Step 7</b>	\$34.16	\$35.53	\$36.24
<b>Step 8</b>	\$35.48	\$36.90	\$37.64
<b>Step 9</b>	\$37.32	\$38.81	<b>\$39.58</b>
<b>Step 10</b>	\$38.38	<b>\$39.91</b>	<b>\$40.71</b>
<b>Step 12</b>	\$39.14	<b>\$40.70</b>	<b>\$41.51</b>
<b>Step 15</b>	\$39.97	\$41.57	\$42.40
<b>Step 20</b>	\$40.80	\$42.43	\$43.28

**\*Each step is equal to 2,080 hours**

**LICENSED PRACTICAL NURSE**

<b>LENGTH OF SERVICE</b>	<b>EFFECTIVE 10-1-17 2% + 2%</b>	<b>EFFECTIVE 10-1-18 2% + 2%</b>	<b>EFFECTIVE 10-1-19 2%</b>
<b>Base</b>	\$18.34	\$19.07	\$19.45
<b>Step 1</b>	\$18.77	\$19.52	\$19.91
<b>Step 2</b>	\$19.22	\$19.99	\$20.39
<b>Step 3</b>	\$19.67	<b>\$20.45</b>	<b>\$20.86</b>
<b>Step 4</b>	\$20.10	<b>\$20.91</b>	<b>\$21.33</b>
<b>Step 5</b>	\$20.54	\$21.36	\$21.79
<b>Step 6</b>	\$20.98	\$21.82	<b>\$22.25</b>
<b>Step 7</b>	\$21.49	\$22.35	<b>\$22.79</b>
<b>Step 8</b>	\$22.00	\$22.88	<b>\$23.33</b>
<b>Step 9</b>	\$22.51	\$23.41	<b>\$23.87</b>
<b>Step 10</b>	\$23.12	\$24.04	\$24.52
<b>Step 12</b>	\$23.59	\$24.53	\$25.02
<b>Step 15</b>	\$24.07	\$25.03	\$25.53
<b>Step 20</b>	\$24.58	\$25.56	\$26.07

**\*Each step is equal to 2,080 hours**

**SALARY CHARTS - PERHAM LIVING**  
**REGISTERED NURSE**

<b>LENGTH OF SERVICE</b>	<b>EFFECTIVE 10-1-17 2%</b>	<b>EFFECTIVE 10-1-18 2%</b>	<b>EFFECTIVE 10-1-19 2%</b>
<b>Base</b>	\$27.61	\$28.16	<b>\$28.73</b>
<b>Step 1</b>	\$28.28	\$28.85	\$29.43
<b>Step 2</b>	\$28.97	\$29.55	\$30.14
<b>Step 3</b>	\$29.91	<b>\$30.50</b>	<b>\$31.11</b>
<b>Step 4</b>	\$30.74	<b>\$31.36</b>	\$31.98
<b>Step 5</b>	\$31.43	<b>\$32.05</b>	\$32.70
<b>Step 6</b>	\$32.71	<b>\$33.37</b>	\$34.03
<b>Step 7</b>	\$33.51	\$34.18	\$34.86
<b>Step 8</b>	\$34.80	\$35.50	\$36.21
<b>Step 9</b>	\$36.60	\$37.33	\$38.08
<b>Step 10</b>	\$37.64	\$38.39	\$39.16
<b>Step 12</b>	\$38.38	\$39.15	\$39.93
<b>Step 15</b>	\$39.20	\$39.98	\$40.78
<b>Step 20</b>	\$40.01	\$40.81	\$41.63

**\*Each step is equal to 2,080 hours**

**LICENSED PRACTICAL NURSE**

<b>LENGTH OF SERVICE</b>	<b>EFFECTIVE 10-1-17 2%</b>	<b>EFFECTIVE 10-1-18 2%</b>	<b>EFFECTIVE 10-1-19 2%</b>
<b>Base</b>	\$17.98	\$18.34	\$18.71
<b>Step 1</b>	\$18.41	\$18.78	<b>\$19.15</b>
<b>Step 2</b>	\$18.85	\$19.23	\$19.61
<b>Step 3</b>	\$19.29	<b>\$19.67</b>	\$20.07
<b>Step 4</b>	\$19.72	\$20.11	\$20.51
<b>Step 5</b>	\$20.15	\$20.55	\$20.96
<b>Step 6</b>	\$20.57	\$20.98	\$21.40
<b>Step 7</b>	\$21.07	\$21.49	\$21.92
<b>Step 8</b>	\$21.57	\$22.00	\$22.44
<b>Step 9</b>	\$22.07	\$22.51	\$22.96
<b>Step 10</b>	\$22.67	<b>\$23.13</b>	<b>\$23.59</b>
<b>Step 12</b>	\$23.13	<b>\$23.60</b>	<b>\$24.07</b>
<b>Step 15</b>	\$23.60	\$24.07	<b>\$24.56</b>
<b>Step 20</b>	\$24.10	\$24.58	<b>\$25.08</b>

**\*Each step is equal to 2,080 hours**