



**Collective Bargaining Agreement**  
**Between**  
**AFSCME Council 65, Local 0105-0084, AFL-CIO**  
**And**  
**Stevens County Medical Center**  
**6/1/2022 - 5/31/2025**

Labor Representative: LeiLani Hauge ([lhauge@afscme65.org](mailto:lhauge@afscme65.org) or 218-215-2503)

AFSCME Council 65 Office: [info@afscme65.org](mailto:info@afscme65.org) or 888-474-3242

**WEINGARTEN RIGHTS**

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

## **BECOME AN AFSCME 65 MEMBER**

Are you a new employee or not a member yet?  
Scan the QR code to sign up today and take  
advantage of the many benefits of AFSCME  
membership!



## **MEMBER BENEFITS**

Are you taking advantage of your union  
member benefits? Check out the many  
benefits available from AFSCME  
Advantage and Union Plus at:

[www.afscme.org/member-resources](http://www.afscme.org/member-resources)

[www.unionplus.org](http://www.unionplus.org)

*Make sure to have your member number handy  
when accessing these benefits.*

## **ORGANIZING**

Know someone who wants to form a  
union at their workplace? Contact our  
Organizing Department at 888-474-  
3242 or email [info@afscme65.org](mailto:info@afscme65.org) and  
inquire about forming a union. Make  
sure they tell us you referred them.  
Your Local benefits from referring new  
union members.



**AGREEMENT**

**BETWEEN**

**STEVENS COMMUNITY MEDICAL CENTER**

**AND THE  
AFSCME COUNCIL 65 LOCAL 105**

**June 1, 2022 – May 31, 2025**

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This is an Agreement made and entered into the day and year hereinafter written by and between STEVENS COMMUNITY MEDICAL CENTER hereinafter referred to as the "Medical Center" and AFSCME COUNCIL 65 LOCAL 105, hereinafter referred to as the "Union" as follows:

## **ARTICLE 1 SCOPE AND DEFINITION**

### **Section 1.1 Exclusive Representative**

This contract shall apply and be limited to the Licensed Practical Nurses employed by the Medical Center. The Medical Center recognizes the Union as the exclusive collective bargaining representative of all Licensed Practical Nurses employed by the Medical Center except the Clinic and Assisted Living Licensed Practical Nurses.

### **Section 1.2 Definition of Nurse**

The term "nurse" as used herein shall mean "Licensed Practical Nurse". The term "Licensed Practical Nurse" shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nursing as a Licensed Practical Nurse. The Medical Center and Union agree that only persons so licensed shall be recognized as Licensed Practical Nurses.

### **Section 1.3 Full-Time Employee**

A full-time employee is a nurse who is regularly scheduled a minimum of five 12-hour shifts per pay period and who is available to be scheduled on call for one additional 12-hour shift per pay period.

### **Section 1.4 Part-Time Employee**

A part-time employee is a nurse who is regularly scheduled a minimum of three 12-hour shifts per pay period and who is available to be scheduled on call for one additional 12-hour shift per pay period.

### **Section 1.5 Part-Time Employee Benefits**

Except as otherwise indicated, the terms and conditions of this Agreement shall apply to full-time and part-time Licensed Practical Nurses. Part-time employees shall be eligible for benefits under such conditions as are specified in the benefits section of this Agreement.

### **Section 1.6 Full-Time Employee Benefits**

Full-time employees shall be eligible for benefits under such conditions as are specified in the benefits section of this Agreement.

### **Section 1.7 Compensated Hours**

1. Credited compensated hours shall include regular, overtime, weekend incentive, vacation, sick leave, approved education, jury duty, funeral leave and unpaid Union leave.
2. Employees who are available for sufficient on-call shifts to be full-time, will have all on-call hours considered compensated hours. (1 hour credit for every 3 hours on-call.)
3. Part-time employees who have scheduled on-call shifts will have one (1) hour for every three (3) hours on-call considered compensated hours. (except on mandatory low need reduction; then one (1) hour credit for every one (1) hour on-call.)

### **Section 1.8 Eligibility for Full-Time Health and Dental Insurance**

Part-time nurses working 1560 or more compensated hours in the previous 12 months (November 1 to October 31) will be entitled to full-time benefits for health and dental insurance. Eligibility will be evaluated each November 1 for continuing benefits.

### **Section 1.9 Staffing Requirements**

The Medical Center shall maintain a minimum of four (4) licensed staff for all shifts and continue with current staffing patterns with cuts to be rotated equally between scheduled staff.

## **ARTICLE 2 WORK SCHEDULES**

### **Section 2.1 Basic Work Week and Work Day**

"Pay period" is a two-week, fourteen-day period commencing at 7:00 a.m. on alternate Sundays.

"Workweek" is a one-week, seven-day period commencing at 7:00 a.m. on Sundays.

### **Section 2.2 General Pattern of Scheduling Work**

The general pattern of scheduling work will be as follows:

- a. For the 12-hour shift/40 hour workweek overtime classification, a full-time employee is a nurse who is scheduled a minimum of five or more shifts per pay period and who is available to be scheduled on-call shifts up to 72 hours per pay period.

12-hour Nurses shall work every third (3<sup>rd</sup>) weekend Friday, Saturday and Sunday and will not be scheduled on the same 3 days on the other two consecutive weekends. For purposes of this Section, the weekend is defined as 7:00 a.m. on Friday through 6:59 a.m. on Monday.

- b. A nurse shall be paid one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40). Further, even though the total hours worked during a week may not exceed forty (40), a nurse working in excess of her/his scheduled workday shall be paid at the rate of time and one-half (1 ½) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours shall be paid at the double time rate. Extra hours worked must be requested or approved by the Charge Nurse or Patient Care Coordinator. Overtime payments shall not be duplicated.

A nurse may not be scheduled more than three (3) consecutive days of twelve (12) hour shifts in the same workweek without her/his consent. Nurses may also not trade to work more than five shifts in a row without management approval.

- c. **Time Off between Shifts**

Except in cases of emergency, or when mutually agreed to between the employee involved and the Medical Center, there shall be at least ten (10) hours between assigned twelve (12) hour shifts. Nurses required to work with less than ten (10) hours off shall receive one and one-half (1 ½) times their regular rate of pay for hours worked on the second shift. This premium rate shall not be applicable in cases of voluntary trades that result in employees working with less than 10 hours between shifts.

- d. **Breaks**

Nurses shall be allowed fifteen (15) minutes relief in each full hour (4) hour period worked.

- e. **Exceptions to the General Pattern**

Exceptions to the general pattern of scheduling may be made by agreement between the Medical Center and the Nurse.

- f. **Posting Work Schedules**

Completed work schedules will be posted covering a six (6) week period at least twelve (12) days in advance of the time covered by such schedule. Except in cases of unavoidable circumstances or with the consent of the employee involved, schedules may not be changed after posting.

**g. Split Shifts**

The Medical Center agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Medical Center. An example of a split shift would be to work from 7 a.m. to 10 a.m. then go home on low need at 10 a.m. knowing that the nurse must return at 3 p.m. for the rest of the shift.

**Section 2.3 Compensation for In-Service Programs and Required Education**

Nurses shall be compensated at the applicable rate of pay if the Medical Center requests, in writing, that the nurse attend an in-service program outside of the nurses regularly scheduled hours. Any education required by the Medical Center subsequent to employment shall be provided during compensated hours, and with the expense thereof paid by the Medical Center.

**Section 2.4 Request for Change in Status**

If a nurse has worked a consistent number of hours for a period of six (6) months, she/he may request that such hours be added to her/his schedule up to 1.0 FTE's. If the request for status change appears reasonable, the Medical Center will increase the nurses work status. Such request shall not be unreasonably denied.

**Section 2.5 Shift of Choice-Days**

12-hour full-time employees with forty-one thousand six hundred (41,600) hours of seniority (20 FTE years) will be afforded the opportunity to work a permanent day shift assignment. No more than one permanent day shift position will be allowed.

**Section 2.6 Hours Worked for the Purpose of Computing Benefits**

Paid sick leave, holiday, and vacation hours shall be considered as hours worked for the purpose of computing all contractual benefits based upon seniority.

**ARTICLE 3 SALARIES, SHIFT DIFFERENTIALS AND OTHER PAYMENTS**

**Section 3.1 Salary Schedule**

See attached Exhibit A.

**Section 3.2 Longevity Pay:**

In January of each year, nurses with twenty-five (25) calendar years of service shall receive, a bonus check of one percent (1%) of their gross earnings for the prior 12 months (based on previous W-2).

**Section 3.3 Placement on Salary Schedule**

Upon employment by the Medical Center of a nurse who has had prior experience as a nurse, either in some other hospital or during a period of prior employment in the Medical Center, the Medical Center will review and evaluate the experience and qualifications of such nurse and assign such credit as the Medical Center and the Association deems reasonable to the previous experience of the nurse. There shall be no maximum experience level at which an "experienced" nurse applicant may be hired, presuming the experience is relevant and current to the job. This credit will be considered as the equivalent of employment in the Medical Center for the purpose of placement on the salary schedule.

**Section 3.4 Advancement on Salary Schedule**

Following the effective date of this agreement, full-time employees will advance to the next step on the Salary Schedule on the employees' anniversary date of employment with the facility. Part-time employees will advance to the next step on the Salary Schedule upon completion of at least 1664 compensated hours as defined in Section 1.7, but not more than once in a twelve month period.

**Section 3.5 Credit for Increments Earned**

Increments earned by a nurse while employed full-time will carry over to part-time employment.

Increments earned by a nurse while working part-time will carry over to full-time employment.

**Section 3.6 Shift Differentials****Effective****6/1/22**

Night Shift

2.00

Straight Night Shifts

2.50

**Section 3.7 Shift Differential Added to Vacation, Sick leave, Holiday and Educational Day Pay**

Nurses who are scheduled to work straight night shifts shall have shift differential added to vacations, sick leave, paid holiday, and paid educational days.

**Section 3.8 Minimum Pay for Reporting to Work**

If an employee is asked to report or reports to work on the regularly scheduled work shift and is sent home for lack of work, the employee shall receive a minimum of four (4) hours pay.

**Section 3.9 ACLS Certification Bonus**

For each LPN who is currently ACLS certified as of November 1<sup>st</sup> of each year, an annual bonus of three hundred dollars (\$300.00) will be paid in the first pay period of November. Payment will be made by separate transaction with appropriate deductions. The ACLS bonus will be paid to all regularly scheduled employees with ACLS Certification following one year of employment.

**Section 3.10 NRP Certification Payment**

Nurses who have NRP certification will receive a one (1) time payment of one hundred dollars (\$100.00).

Nurses who have yet to be NRP certified will receive a one (1) time payment of one hundred dollars (\$100.00) upon completion of their NRP certification. There will be no payment for re-certification.

**Section 3.11 Negotiation Committee Pay**

Stevens Community Medical Center agrees to pay two (2) negotiating committee members at their current rate of pay for up to twelve (12) hours for negotiations plus lunches.

**Section 3.12 Preceptor Differential**

A nurse who is precepting another nurse during their orientation period or during orientation to a new area will be paid two dollars (\$2.00) per hour for all hours worked as a preceptor.

**ARTICLE 4 OVERTIME PAY AND OTHER PREMIUM PAY****Section 4.1 Weekend Incentive**

Any nurse who agrees to work an extra weekend shift on her/his weekend on/off will receive two (2) times the regular rate of pay for all hours worked. For purposes of this article the weekend begins at 7 a.m. Friday and ends Monday at 7 a.m. This additional compensation shall not be applicable in instances where the nurse works additional weekend shifts at the nurse's request or by mutual agreement between the nurse and another nurse who, with approval, exchange scheduled hours.

**Section 4.2 Overtime Hours Worked Due to a Voluntary Trade**

Nurses who work more than forty hours in the week as a result of a voluntary trade with another nurse shall not be entitled to overtime payment for those additional hours which resulted from the trade.



**Section 4.3 On-Call Hours Not Used in Computing Overtime**

On-call hours shall not be considered hours worked for the purpose of computing overtime and no overtime payments shall be made for such on-call time.

**Section 4.4 Premium for Work Performed on Scheduled Day Off**

A nurse who agrees to work on their scheduled day off after the schedule has been posted shall be paid an additional \$6.25 per hour for hours worked on their scheduled day off unless overtime or other premium pay applies.

**ARTICLE 5 ON-CALL PAY****Section 5.1 Regular On-Call Pay**

Payment for on-call hours, where the employee is not required to remain on Medical Center premises shall be as follows:

- a) Effective June 1, 2016, four dollars and seventy-five cents (\$4.75) per hour shall be paid for on-call hours which are not worked.
- b) Effective June 1, 2018, five dollars (\$5.00) per hour shall be paid for on-call hours which are not worked.
- c) On-call compensation will not be paid for hours actually worked during the period of on-call duty.

**Section 5.2 Rate of Pay for Hours Worked**

Hours actually worked during a period of on-call duty will be paid at either the straight time or overtime rate of pay, whichever is applicable.

**Section 5.3 Holiday On-Call Pay**

Nurses shall receive two times (2X) their regular on-call pay when on-call on a holiday.

**Section 5.4 Weekend Incentive On-Call Pay**

A nurse who agrees to take call for an extra weekend shift on her/his weekend off or on the regularly scheduled weekend between the hours of 7:00 a.m. on Friday to 7:00 a.m. on Monday will receive regular on-call pay plus an additional \$8.125 per hour for every hour on-call.

**Section 5.5 Minimum Hours of Pay If Called In To Work While On-Call**

If a nurse is called to work while on-call, the nurse shall be paid no less than four (4) hours pay at the applicable rate of pay. Nurse must report to work within one hour of being called.

**Section 5.6 Paid Start Time When Called In To Work**

A nurse who is not "on-call" and who is called in to work and who reports within one (1) hour of being called shall be paid beginning from the time of the call.

When an on-call nurse is called in to work a full shift in a manner in which the nurse cannot arrive in time for the start of the shift, and who reports within one hour of being called, the nurse will be paid from the time the shift begins. An on-call nurse who is called in to work a partial shift, and who reports within one hour of being called, will be paid from the time of the call.

**Section 5.7 On-Call Pay Increases**

If, during the term of this agreement, the Medical Center increases the on-call rate for employees not covered by a collective bargaining agreement, the rate specified in this provision shall be increased to the rate established for such other employees.

**ARTICLE 6 HOLIDAYS**

### **Section 6.1 Paid Holidays**

- a. The following shall be recognized holidays for full-time and part-time nurses::

NEW YEAR'S DAY	LABOR DAY
EASTER SUNDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
FOURTH OF JULY DAY	

### **Section 6.2 Holiday Hours**

With the exception of Christmas and New Years, the foregoing holidays shall commence at 11 p.m. on the day prior to the designated holiday and shall end at 11 p.m. on the designated holiday. Christmas shall commence at 3 p.m. on December 24 and shall end at 11 p.m. on December 25. New Year's shall commence at 3 p.m. on New Years Eve and shall end at 3 p.m. on January 1.

The New Year's holiday is a 32-hour holiday for purposes of payment only (3 p.m. New Year's Eve through 11 p.m. New Year's Day). The night shift (7 p.m. – 7 a.m.) on New Year's Day would not be credited towards working the New Year's holiday. For all other recognized holidays, credit is given for working the holiday if any of the holiday paid hours listed in the preceding paragraph are worked.

In a manner consistent with staffing needs, nurses shall not be required to work more than one-half (1/2) of the designated holidays, except when a holiday falls on a nurse's scheduled weekend.

### **Section 6.3 Full-Time Nurses Holiday Pay**

Full-time Nurses who are required to work on the Fourth of July, Thanksgiving, or Christmas shall receive two and one-half (2 ½) times their regular rate of pay, excluding shift differential, for all hours worked during that holiday.

Full-time nurses working on any other holiday shall receive double their regular rate of pay, excluding shift differential, for all hours worked during that holiday.

### **Section 6.4 Part-Time Nurses Holiday Pay**

Part-time employees working on the following three (3) holidays: Fourth of July, Thanksgiving and Christmas shall receive two and one-half (2 ½) times their straight time rate of pay, excluding shift differential. Part-time employees working on the following four (4) holidays: New Year's Day, Easter, Memorial Day and Labor Day will receive double (2X) their straight time rate of pay, excluding shift differential

### **Section 6.5 Part-Time Employee Floating Holiday**

Part-time nurses with less than 20 complete years of service, regularly scheduled to work 36 to 60 hours per pay period shall be eligible for one (1) floating holiday per calendar year with pay. Part-time nurses with 20 or more complete years of service, regularly scheduled to work 36 to 60 hours per pay period shall be eligible for two (2) floating holidays.

- a. The floating holidays shall be scheduled on a day mutually agreeable to the Medical Center and the nurse after successful completion of probation.
- b. Each floating holiday is equivalent to twelve (12) hours.
- c. All but one (1) floating holiday must be used by August 31<sup>st</sup> of each contract year.
- d. The remaining floating holiday (if any) must be used by December 1<sup>st</sup> of each contract year.
- e. Part-time nurses hired after August 1<sup>st</sup> are not eligible for the floating holidays until the next contract year.

### **Section 6.6 Rotating Work on Holidays**

Holiday work will be rotated equitably among nurses.

### **Section 6.7 Full-time Employee Floating Holidays**

Full time nurses with less than twenty (20) complete years of service shall be eligible for two (2) floating holiday per calendar year with pay. Full-time nurses with 20 or more complete years of service shall be eligible for three (3) floating holidays.

- a. The floating holidays shall be scheduled on a day mutually agreeable to the Medical Center and the nurse after successful completion of probation.
- b. Each floating holiday is equivalent to twelve (12) hours
- c. All but one (1) floating holiday must be used by August 31<sup>st</sup> of each contract year.
- d. The remaining floating holiday (if any) must be used by December 1<sup>st</sup> of each contract year.
- e. Nurses with 20 complete years of service will be able to use the second (2<sup>nd</sup>) floating holiday in the month of December.
- f. Full-time nurses hired after August 1<sup>st</sup> are not eligible for the floating holidays until the next contract year.

## **ARTICLE 7 VACATIONS**

### **Section 7.1 Vacation Schedule**

A full-time nurse shall accrue vacation benefits according to the following schedule:

After 1 year	Two (2) weeks per year
Upon completion of 2 years	Three (3) weeks per year
Upon completion of 5 years	Four (4) weeks per year
Upon completion of 25 years	Five (5) weeks per year

Permanent part-time nurses eligible for vacation benefits shall receive such benefits in conformity with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Hours Earned for Each Hour Compensated</u>
After 1 year	.0385
After 2 years	.0577
After 5 years	.0769
After 25 years	.0962

### **Section 7.2 Vacation Accrued**

Vacation shall be credited on an ongoing basis. Employees may use accrued vacation after six months of employment with the Medical Center. Employees may accrue up to two hundred and ninety (290) hours of unused vacation leave.

### **Section 7.3 Definition of One Weeks' Vacation**

For purposes of definition only, one (1) weeks' vacation is defined as three 12-hour shifts.

### **Section 7.4 Scheduling Vacations**

The Staffing Committee has established vacation guidelines that outline the process for scheduling vacations. A Google sheet covering the calendar year starting January 1 and ending December 31 is used.

### **Section 7.5 Using Vacation Leave on Weekends**

- a. Employees that have completed one (1) year of service shall be able to utilize vacation days for one (1) weekend per year.
- b. Employees that have completed five (5) years of service shall be allowed two (2) weekends of vacation per year.

- c. Employees with twenty (20) years of service shall be able to utilize two (2) weekends of vacation per year.
- d. Only one weekend may be utilized between May 15<sup>th</sup> and September 15<sup>th</sup> of each year.

In granting weekends off the following rules shall apply:

- If a nurse has not previously been granted a scheduled weekend off, her/his request shall be granted first.
- If both nurses have not had a scheduled weekend off granted, seniority shall be the deciding factor.
- If both nurses have previously had a scheduled weekend off granted, seniority shall be the deciding factor.
- The staffing needs of the Medical Center must be given first priority. Such requests will not be unreasonably denied.
- Weekend vacation requests will not be granted if it is nurse's scheduled holiday to work.

#### **Section 7.6 Calculating Vacation Days Earned**

The personnel department calculates the exact number of earned vacation days for each employee. Each employee can estimate the number of vacation days he has earned when submitting request or contact the personnel office for assistance.

#### **Section 7.7 Vacation Leave Payout Upon Termination of Employment**

If employed more than six months, a nurse will be paid out their unused vacation balance with their last paycheck.

### **ARTICLE 8 SICK LEAVE**

#### **Section 8.1 Using Sick Leave**

Nurses will be entitled to sick leave with pay for personal illness not to exceed the accumulated amount. Upon the completion of six (6) months employment, both full-time and part-time employees may use sick leave as it is earned and accumulated.

#### **Section 8.2 Full-Time Nurse Sick Leave Accrual and Accumulation**

Full-time nurses will earn and accumulate sick leave at the rate of eight (8) hours for every month the nurse is continuously employed up to a maximum of five hundred seventy-six (576) hours.

#### **Section 8.3 Part-Time Nurse Sick Leave Accrual and Accumulation**

Part-time nurses shall earn and accumulate sick leave at the rate of eight (8) hours for each 173.3 hours worked up to a maximum of five hundred seventy-six (576) hours.

#### **Section 8.4 Pay for Sick Leave Accumulated over 576 Hours**

For every two (2) hours of accumulated sick leave over five hundred seventy-six (576) hours, nurses shall receive one (1) hour pay at their regular rate of pay. Pay for such accumulation over five hundred seventy-six (576) hours shall be made within thirty (30) days of the nurse's anniversary date of employment or upon separation of employment.

#### **Section 8.5 Using Sick for Illness of Family**

Nurses will be entitled to use up to two (2) days of accumulated sick leave per year in case of illness of their spouse. Nurses will be entitled to take additional sick leave per year in case of a "serious illness" of their spouse. The Family Medical Leave Act's definition of serious illness will be used to determine whether an employee is entitled to take additional sick leave. A nurse shall not be required to find a replacement if her/his spouse or child is ill. Nurses shall be entitled to use accumulated sick leave in case

of illness of their unmarried, dependent children, hospitalized parent, hospitalized parents-in-law and hospitalized grandchildren.

#### **Section 8.6 Wellness Benefit**

Upon severance of employment due to resignation, termination, retirement or death, unused sick leave benefits shall not be payable except in the following situations: An employee who is at least age 55 and has at least twenty-five years of service will be paid 60% of their accumulated sick leave. An employee who is 60 years of age and has at least thirty years of service will be paid 75% of their accumulated sick leave.

### **ARTICLE 9 LEAVE OF ABSENCE**

#### **Section 9.1 Leaves of Absence**

The current SCMC Leave of Absence Policy will apply to all leaves of absence.

#### **Section 9.2 Funeral Leave**

- a. The current SCMC Funeral Leave section of the Leaves of Absence policy will be recognized as a part of this agreement.
- b. Time Off for Funeral of Niece, Nephew, Grandparents-In-Law, and Significant Others:  
The Stevens Community Medical Center will grant time off without pay for the day of the funeral for nieces, nephews, grandparents-in-law, and approved significant others.

#### **Section 9.3 Leave of Absence for Jury Duty**

The current SCMC Jury Duty Policy will apply to all bargaining unit employees.

#### **Section 9.4 Time Off to Serve on Association Boards**

No more than two (2) nurses elected to serve on Local 105 boards shall be given time off without pay and without loss of seniority to attend all required meetings.

#### **Section 9.5 Time Off to Attend Seminars and Workshops**

The Medical Center shall grant nurses a minimum of three (3) days without pay for attendance at seminars and workshops.

### **ARTICLE 10 HEALTH PROGRAM**

#### **Section 10.1 Physical Assessments and Examination**

Each nurse may undergo a physical assessment upon having been made a conditional offer of employment, as well as such additional examinations as the Medical Center may deem necessary or advisable in its discretion. Any such examinations required by the Medical Center shall be at the Medical Center's expense. The Medical Center will maintain a confidential record of any report of the examination it has received, and upon request, will furnish a copy of said report to the employee.

#### **Section 10.2 Influenza Immunizations**

Influenza immunizations are available without charge each fall. Hepatitis B vaccine is also available to employees free of charge.

#### **Section 10.3 Lifting Standard**

Refer to the Safe Patient Handling Policy which states that manual lifting should be avoided whenever possible. The Medical Center will make every attempt to limit manual lifting by a nurse to (35) pounds.

Goals:

- Minimize manual lifting of patients;
- Purchase mechanical and other lifting devices and train nursing personnel on their use.
- Purchase friction-reducing devices (maxi-slides) and gait/transfer belts to assist with repositioning.

**Section 10.4 Infectious or Contagious Disease – Education and Exposure**

The Medical Center agrees to educate nurses about new evolving organisms/diseases and available personal protective equipment in a timely manner.

Exposure: A nurse who has suffered an exposure in the workplace to an infectious agent as determined by the Medical Center's workers compensation carrier, and, as a result, is not permitted to work during a quarantine period or other period of time as determined by The Center for Disease Control (CDC) guidelines, shall be kept whole for the loss of salary and benefits including pension and seniority. The nurse will not be required to use sick leave during this period of absence from work. The Medical Center's workers compensation carrier will determine whether payment is made or whether sick leave is to be used during the time off of work.

The provisions of this paragraph shall apply for a period of six (6) months, commencing on the first day on which the nurse is not permitted to work. If the effected employee(s) receive Worker's Compensation benefits or any other type of disability income during this period, the employer shall be credited with such payment and shall be liable only for the difference between the compensation so received by the employee and the employee's regular pay rate.

**ARTICLE 11 INSURANCE**

**Section 11.1 Health Insurance**

The health insurance plan for members of this bargaining unit shall have no fewer benefits than that of other employees. Full-time nurses who waive insurance coverage shall receive no less benefit than any other employees who waive the benefit.

**Section 11.2 Life Insurance Benefits**

Nurses shall be eligible to participate in such plan under the same rules as that of any other Medical Center employee. Group life insurance benefits will be provided in accordance with the following schedule:

<b>Classification Status of Employee</b>	<b>Amount of Life Insurance</b>
Full-time 72 hours per pay period	\$50,000
Part-time 40-60 hours per pay period	\$40,000
Less than 40 hours per pay period	\$25,000

**Section 11.3 Malpractice Insurance**

The Medical Center will maintain the malpractice insurance coverage currently in effect for nurses covered by the collective bargaining agreement.

**Section 11.4 Disability Insurance**

The Medical Center shall provide and pay for the cost of disability insurance for full-time employees under the same terms and conditions as is made available to non-contract Medical Center employees.

**Section 11.5 Dental Insurance**

Dental insurance benefits will be made available to employees covered by this Collective Bargaining Agreement on the same terms and under the same conditions as such benefits are made to other employees.

The Employer may make improvements upon this plan or change to another carrier providing substantially similar coverage; however, the Employer and the Association will meet and confer prior to any reduction in benefits.

## **ARTICLE 12 TERMINATION OF EMPLOYMENT**

### **Section 12.1 Notice of Termination**

The Medical Center will give a nurse four (4) weeks' notice of termination of employment unless the termination is for "gross misconduct." The nurse will give the Medical Center four (4) weeks' notice of his/her termination of employment. During the notice period, no vacation is authorized unless an exception is approved by the President. After turning in a resignation notice, said nurse will be the first to be placed on call on low need days, up to the maximum allowed by the contract.

### **Section 12.2 Just Cause, Notification of Discipline and Union Representation**

Nurses shall be disciplined, suspended, or discharged only for just cause. Written notification of such action shall be sent to the Union. Any employee who has reason to believe a meeting with their supervisor may result in a reprimand shall be entitled to a Union Steward as a representative at the meeting.

### **Section 12.3 Progression of Corrective Discipline**

Discipline that is necessary will be corrective rather than punitive and will be based upon verbal warnings followed by written warnings prior to the implementation of any suspension or discharge. The above shall not apply in cases of gross misconduct.

### **Section 12.4 Notification of Disciplinary Action**

Formal notification to the nurse of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications.

## **ARTICLE 13 PROBATIONARY PERIOD**

### **Section 13.1 Length of Probationary Period**

Nurses shall be probationary employees during the first ninety (90) calendar days of employment, and may be discharged with or without just cause, except that activities relating to rights under the Agreement or activity on behalf of the Association may not be used as cause for discharge. Upon satisfactory completion of the probationary period, the nurse shall be granted seniority dating from the commencement of current employment. The probationary period may be extended by mutual agreement between the Medical Center, the LPN and the Union.

## **ARTICLE 14 GRIEVANCE PROCEDURE**

### **Section 14.1 Steps of the Grievance Procedure**

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

**STEP ONE:** The nurse shall discuss the grievance with her immediate supervisor.

**STEP TWO:** If the grievance is not resolved in Step One, it shall be submitted in writing to the Medical Center, shall specify in detail the alleged violation of the contract, and shall be received by the Medical Center personnel department no later than ten (10) calendar days following the date of occurrence. Grievances relating to wages shall be timely if received by the Medical Center no later than ten (10) calendar days following the date of receipt of the check by the nurse. Within seven (7) calendar days following receipt of the grievance by the Medical Center, representatives of the Medical Center and the Union shall meet in an attempt to resolve the grievance. Within seven (7) days of the meeting between representatives of the Medical Center and the Union, the Medical Center will present a written answer to the grievance.

**STEP THREE:** If the grievance is not resolved in Step Two, 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 receipt of a written answer to the grievance. The Medical Center and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Services.

**Section 14.2 Authority of the Arbitrator**

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 the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, 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, Medical Center, and the nurses.

**Section 14.3 Arbitrator's Award, Fees and Expenses**

The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union.

**Section 14.4 Failure to follow Time Limits and Extending Time Limits**

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, waived, and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

**Section 14.5 Filing grievance on Behalf of Individual Nurses or Groups of Nurses**

The Union may file grievances on behalf of individual nurses or groups of nurses. Any such grievance shall be subject to all of the provisions of this Article including the time limitations contained therein.

**Section 14.6 Withdrawing or Reinstating a Grievance**

Grievances may be withdrawn without prejudice at any step of the grievance procedure. A grievance that has not been settled and has been withdrawn may be reinstated within thirty (30) days from the time it was withdrawn based on new evidence not previously brought to the attention of the parties. The grievance may be reinstated only at the level at which it was withdrawn.

**ARTICLE 15 SENIORITY, LAYOFFS, POSTING & FILLING VACANCIES**

**Section 15.1 Definition of Seniority**

Seniority is hereby defined as the total number of compensated hours as a bargaining unit nurse for the Medical Center since the most recent date of hire into the bargaining unit.

**Section 15.2 Layoffs and Recall**

In reducing the number of nurses, the Medical Center will lay off nurses with the least seniority first. Nurses will be recalled in reverse order of layoff.

**Section 15.3 Notice of Layoff**

Nurses shall be given at least two (2) weeks' notice, or pay in lieu thereof, prior to the implementation of a layoff.

**Section 15.4 Seniority as it Applies to Vacation and Sick Leave Accumulation**



Employees who have been employed by the Medical Center in classifications other than that of an LPN, without a termination break in service prior to being employed as an LPN shall, for purposes of vacation accumulation and sick leave, be granted seniority based upon the number of hours worked by the employee since her original date of employment with the Medical Center. The employee's eligibility for pension benefits shall be determined by applicable law. For all other purpose, the employee's seniority will be based upon the number of hours actually worked as a Licensed Practical Nurse.

**Section 15.5 Limitations on Utilizing Non Bargaining Unit Personnel if Nurses Hours are Reduced or Nurses are Laid Off**

Casual part-time, temporary nurses and/or non-bargaining unit personnel shall not be utilized on a permanent basis to replace any bargaining unit nurses whose hours are reduced under this Article or by the layoff procedure.

**Section 15.6 First Opportunity to Replace Reduced Hours**

Nurses having hours reduced shall be given first opportunity to the extent practical for subsequent additional LPN work hours that may become available to replace work hours lost.

**Section 15.7 Posting and Filling Vacancies**

The Medical Center will post a notice of any vacancy within the bargaining unit for a period of seven (7) working days. The Medical Center may fill the vacancy on a temporary basis during the seven (7) day period. The temporary appointment shall expire at the end of the seven (7) day period. The Medical Center may establish and designate the qualifications relating to the position that is vacant. Any nurse currently employed by the Medical Center and who has the qualifications established by the Medical Center shall be granted such position upon application. In the event that more than one qualified nurse applies, the senior qualified nurse shall receive the position.

**ARTICLE 16 LOW NEED DAYS**

**Section 16.1 Low Need Days**

A nurse to be assigned a low need day pursuant to this Article shall be given reasonable advance notice before the beginning of the shift (two [2] hours before the beginning of the shift). If a nurse is not notified within these time limits, she/he will be reimbursed as follows:

Two (2) hours pay if the nurse is still at home

Four (4) hours pay if the nurse arrives at the Medical Center prior to being notified.

Payment will not occur if proper notification procedures have been followed.

**Section 16.2 Voluntary Low Need Day**

If a nurse volunteers to take a Low Need Day or to be placed on call, that day shall be counted just as if the nurse has been required to take a Low Need Day.

**Section 16.3 Benefits When Low Need Days are Taken**

Nurses who take low need days shall be given credit toward all benefits provided by this Agreement for hours lost.

**Section 16.4 Procedure for Making Temporary Staffing Adjustments**

When making temporary staffing adjustments on a daily basis due to low census, the Medical Center will attempt, wherever feasible, to seek volunteers in reducing staff needs. If the Medical Center is unable to secure volunteers, then low need days shall be determined by the last cut date.

**Section 16.5 Limit on Low Need Days**

A nurse shall not be required to take more than 40 hours of low need January 1 to June 30. A nurse shall

not be required to take more than 40 hours of low need July 1 through December 31. Voluntary low need will count towards the maximum eighty hours. Agency nurses shall be cut first due to low need unless minimum RN staffing requires them to stay on shift or unless the LPN agrees to voluntary low need.

**Section 16.6 Low Need Day Credit When On Call**

Nurses who are assigned a low need day and who are on-call for that day shall be considered to have received a low need day; provided, however, that if a nurse is called to work during the first four (4) hours of an on-call low need shift, he/she shall be considered to have received one-half (1/2) of a low need day. A nurse called in during the last four (4) hours of the shift shall retain credit for the full cut day.

**Section 16.7 Vacation/Floating Holiday Use (backfill)**

A nurse may choose to utilize vacation or floating holiday hours to replace working hours lost during a low-need day. The total number of vacation or floating holiday hours plus working hours (including call hours) may not exceed the number of scheduled hours in the shift. Nurses who choose to exercise this option must submit a low-need vacation/floating holiday request before the end of the pay period in which the low need day occurred.

**ARTICLE 17 UNION SECURITY AND DUES DEDUCTION**

**Section 17.1 Union Membership**

It shall be a condition of continued employment that all employees covered by this Agreement who are members in good standing of the Association on the effective date of this Agreement shall remain members in good standing of the Association for the duration of this Agreement. All nurses covered by this Agreement who are not members of the Association as of the effective date of this Agreement shall, as a condition of continued employment, be required to become members within thirty (30) days of the effective date of this Agreement.

**Section 17.2 Union Membership Requirement for New Employees**

All newly hired employees covered by this Agreement shall, as a condition of continued employment, become members of the Association within thirty (30) days of their initial date of employment.

**Section 17.3 Consequence of Non-Compliance**

Any employee covered by this Agreement who fails to comply with the above provisions will have their employment with the Medical Center immediately terminated.

**Section 17.4 Dues Deduction**

The Medical Center agrees to deduct each month the dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Medical Center by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for check off of dues.

**Section 17.5 Providing List of Nurses Names, Addresses and Seniority Dates**

Within thirty (30) days of the effective date of this Agreement, the Medical Center shall provide the Union and the Staff Council with a list of the names, addresses, and seniority dates of all LPNs covered by this Agreement. Thereafter, the Medical Center shall provide a monthly list of the LPNs who have been hired, terminated, or placed on leave of absence during the past month.

**ARTICLE 18 APPLICABLE LAW**

**Section 18.1 Maintaining Compliance with Laws**

To the extent that any provisions of this Agreement conflict with the provisions of any law, it shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

#### **ARTICLE 19 BULLETIN BOARD**

##### **Section 19.1 Bulletin Board Space**

The Medical Center will provide bulletin board spaces for posting meeting notices and related materials.

#### **ARTICLE 20 MEDICAL CENTER RULES**

##### **Section 20.1 Establishing and Posting Rules**

The Medical Center may establish rules which shall be posted or distributed to nurses and which shall not be inconsistent with the terms of this Agreement.

##### **Section 20.2 Rules and Policies In Writing and Kept Current**

All Medical Center rules and policies shall be in writing and be kept current.

##### **Section 20.3 Providing Copies of Rules and Policies**

The Medical Center shall provide the Staff Council with copies of such rules and policies.

#### **ARTICLE 21 CONFERENCE COMMITTEE MEETINGS**

##### **Section 21.1 Conference Committee Meetings**

Conference Committee Meetings shall be held every other month to promote a better working environment and understanding among all concerned parties for the betterment of the Medical Center and its employees. Specific issues to be discussed must be submitted to Director of Nursing at least one week in advance or the meeting will be postponed. It is further the understanding of the parties that the Conference Committee has no authority to add to, delete from, alter and/or otherwise modify the terms of this contract.

The Medical Center shall pay a maximum of two (2) members of the conference committee for up to one (1) hour at the employee's regular rate of pay for attendance at scheduled conference committee meetings.

##### **Section 21.2 Changes in Job Descriptions, Responsibilities or Function**

Any proposed changes in job descriptions, responsibilities or function shall be communicated in writing thirty (30) days in advance to the Association.

##### **Section 21.3 Right to negotiate Under Provisions of Applicable Law**

Nothing contained in this Agreement shall be construed as a waiver of the right of the Union or the obligation of management to negotiate with respect to any matters which are negotiable under the provisions of the applicable law.

##### **Section 21.4 Staffing Committee**

No less than two (2) LPNs will participate in Staffing Committee meetings. One LPN will be from the AM shift and one LPN will be from the night shift.

#### **ARTICLE 22 MANAGEMENT RIGHTS**

##### **Section 22.1 Management Rights**

Except as specifically limited by the express written provisions of this Agreement, the management of the Medical Center and the direction of the working forces shall be vested solely and exclusively in the Medical Center. This provision shall include, but is not limited to, the right to hire; to determine the quality and

quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Medical Center rules, regulations, retirement, and other policies; to discipline or discharge employees for cause; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to change, modify, or discontinue existing methods of service and equipment to be used and provided.

## **ARTICLE 23 JOB TRAINING AND DEVELOPMENT**

### **Section 23.1 Job Training and Development**

LPNs shall be given the opportunity to attend in-service training programs and educational seminars which will assist them in developing and broadening their skills and help them qualify to work in other areas of the Medical Center providing direct patient care. Such training shall be given at the discretion of the Medical Center. Nurses who successfully complete the programs and/or educational seminars will have the opportunity to be considered for vacancies in other areas requiring such skills as vacancies occur.

## **ARTICLE 24 PENSION PLAN**

### **Section 24.1 Pension Plan**

It is hereby agreed that LPNs employed by Stevens Community Medical Center will be allowed to participate in the pension plan now available to other Medical Center Employees. Such participation will be on the same terms and under the same conditions as available to other employees.

## **ARTICLE 25 NO STRIKE/NO LOCKOUT**

### **Section 25.1 No Strike or Lockout**

During the term of this Agreement, neither the Union or any of its members will directly or indirectly call, instigate, sanction, encourage, finance, or assist in any effort to withhold nursing services or in any way interfere with the operation of the Medical Center. The Medical Center agrees that it will not put into effect any lockout during the term of this Agreement.

## **ARTICLE 26 SUCCESSORS AND ASSIGNS**

### **Section 26.1 Successors and Assigns**

This Agreement shall be binding upon the parties hereto and to their successors and assigns for the Medical Center and the Union.

## **ARTICLE 27 DURATION AND RENEWAL**

### **Section 27.1 Duration and Renewal**

This Agreement shall be in full force and effect from June 1, 2022 until May 31, 2025. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement.

STEVENS COMMUNITY MEDICAL CENTER

By Kennie McEvilly  
Title: President / CEO  
Date: 4/28/2022

AFSCME Council 65 Local 105

By Leilani Maunz  
Title: AFSCME 665 Labor Representative  
Date: 4/28/2022

By Candice Backman  
Title: LPN  
Date: 4-28-22

By Jodi Anderson  
Title: LPN  
Date: 4-28-22

By Jann Van Gys  
Title: LPN  
Date: 4-29-22

**EXHIBIT A**  
**SALARY SCHEDULE**

Length of Service	6/1/2021	Increase	6/1/2022	6/1/2023	6/1/2024
				2% increase	2% increase
Start	\$20.44	\$2.00	\$22.44	\$22.89	\$23.35
1 year	\$20.79	\$2.00	\$22.79	\$23.25	\$23.72
2 year	\$21.15	\$2.00	\$23.15	\$23.61	\$24.08
3 year	\$21.63	\$2.50	\$24.13	\$24.61	\$25.10
4 year	\$22.07	\$2.50	\$24.57	\$25.06	\$25.56
5 year	\$22.37	\$3.00	\$25.37	\$25.88	\$26.40
6 year	\$22.82	\$3.00	\$25.82	\$26.34	\$26.87
7 year	\$23.11	\$3.00	\$26.11	\$26.63	\$27.16
8 year	\$23.44	\$3.00	\$26.44	\$26.97	\$27.51
9 year	\$23.88	\$3.00	\$26.88	\$27.42	\$27.97
10 year	\$24.29	\$3.00	\$27.29	\$27.84	\$28.40
12 year	\$24.77	\$3.00	\$27.77	\$28.33	\$28.90
15 year	\$25.76	\$3.00	\$28.76	\$29.34	\$29.93
20 year	\$26.68	\$3.00	\$29.68	\$30.27	\$30.88