

**AGREEMENT**

**BETWEEN**

**STEVENS COMMUNITY MEDICAL CENTER**

**AND THE  
AFSCME COUNCIL 65 LOCAL 105**

**June 1, 2016 - May 31, 2019**

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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 Home Care 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 to work five or more shifts per pay period and is available to be scheduled on-call shifts up to a total of eighty (80) hours (10 shifts per pay period).

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

A part-time employee is a nurse who is regularly scheduled five (5) shifts or fewer per pay period and who is not available for sufficient on-call shifts to equal eighty (80) hours 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**

If a nurse is regularly scheduled as a full time employee at less than eighty (80) hours per pay period, all benefits except health insurance and holidays shall be on a pro-rated basis.

### **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 each hour 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**

Nurses maintaining 1664 or more compensated hours per year shall receive full time health and dental insurance. Nurse's eligibility for full time health and dental insurance will be re-evaluated for the previous 12 month time period on December 1 to determine eligibility for the next January 1 open enrollment period.

### **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**

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 will be eight (8) hours.

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

The general pattern of scheduling work will be as follows:

#### **a. Consecutive Work Days and Days Off**

Except in emergency situations, or with mutual agreement between the employee concerned and the Medical Center, nurses will not be scheduled to work more than seven (7) consecutive days. Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, non-consecutive days off during week days (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) work weeks.

#### **b. Limit on Type of Shifts Worked During Fourteen Day Work Period**

Except in cases of emergency, nurses shall not be required to work more than two (2) of three (3) shifts (days, relief, and nights) during a fourteen (14) day work period.

#### **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 twelve (12) hours between assigned shifts (days, relief, or nights) except on days prior to scheduled days off.

#### **d. Breaks**

Nurses shall be allowed fifteen (15) minutes relief in each full four (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 four (4) week period at least one (1) week 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.

#### **h. Nurses will not be scheduled on Friday 11p.m. to 7:30a.m. shift on their weekend off**

### **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 2.5 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 2.6 Shift Guarantee for Nurses Employed as of June 1, 2000**

All current LPNs employed as of June 1, 2000, will be guaranteed a minimum of one (1) shift for each shift of on-call at the issuance of the four (4) week work schedule and would be exclusive of extra weekend shifts scheduled on-call. This only applies to those individuals who are willing to rotate two (2) shifts.

**Section 2.7 Schedule Options for Nurses Employed more than 30 Years**

A nurse who has been employed by Stevens Community Medical Center for thirty (30) years and wishes to work five (5) shifts a pay period, or less, shall be required to work only one (1) weekend per four (4) week schedule. This employee will not be eligible for weekend vacation. Employees will receive weekend incentive if the Employee agrees to work an extra weekend during the scheduled period.

**Section 2.8 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**

Salary levels on an hourly basis shall be as follows:

Length of Service	6/1/2015	6/1/2016	6/1/2017	6/1/2018
Start	18.15	18.51	18.88	19.26
Year One	18.46	18.83	19.21	19.59
Year Two	18.78	19.16	19.54	19.93
Year Three	19.2	19.58	19.98	20.38
Year Four	19.6	19.99	20.39	20.80
Year Five	19.86	20.26	20.66	21.08
Year Six	20.26	20.67	21.08	21.50
Year Seven	20.52	20.93	21.35	21.78
Year Eight	20.82	21.24	21.66	22.09
Year Nine	21.2	21.62	22.06	22.50
Year Ten	21.56	21.99	22.43	22.88
Year Twelve	21.98	22.42	22.87	23.33
Year Fifteen	22.86	23.32	23.78	24.26
Year Twenty	23.7	24.17	24.66	25.15

Procedure nurse shall receive an additional \$1.00/ hour to the above rates

**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 A**

	<u>6/1/16</u>	<u>6/1/17</u>
Evening-Shift	1.60	1.70
Night Shift	1.70	1.80
Straight Nights	2.00	2.00

**Section 3.6 Shift Differential Added to Vacation and Sick Leave Pay**

Nurses who regularly work the afternoon or night shift shall have shift differential added to vacation and sick leave pay.

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

Nurses who are scheduled to work the straight afternoon or night shift shall have shift differential added to vacations, sick leave, paid holiday, and paid educational days. If SCMC requests an individual who is on permanent evening and/or night shift rotation to teach a course on a shift other than routinely scheduled, she/he will receive shift differential on vacation, sick leave, paid holidays and paid educational days.

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

If an employee is asked to report or reports for 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 May 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.

**Section 3.10 NALS Certification Payment**

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

**Section 3.11 Negotiation Committee Pay**

Stevens Community Medical Center agrees to pay three (3) negotiating committee members at their current rate of pay for up to eight (8) hours for negotiations plus lunches.

**ARTICLE 4 OVERTIME PAY AND OTHER PREMIUM PAY**

**Section 4.1 Overtime Pay**

Overtime will be paid for all hours employees are required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours per day in any consecutive twenty-four (24) hour period.

Overtime will be paid at one and one-half (1 1/2) times the employee's regular rate of pay for the first four (4) hours worked in excess of eight (8) hours per day in any consecutive twenty-four (24) hour period and two

(2) times her/his regular rate of pay for any hours worked over twelve (12) hours in any consecutive twenty-four (24) hour period. Overtime payments shall not be duplicated.

**Section 4.2 Overtime for Work on Saturday and Sunday**

Nurses required to work more than two (2) Saturdays or two (2) Sundays in four (4) will be paid two (2) times their regular rate of pay for each shift worked provided the extra day was not worked as a result of a trade with another nurse. This time period shall begin at 11:00 p.m. Friday and end at 7:00 a.m. Monday.

**Section 4.3 Procedure Room Overtime**

Procedure Room nurses called in after 3:30 p.m. will be paid the minimum guaranteed as stated in Section 3.6 A. If overtime applies, it will be paid for actual hours worked. The remainder of the four (4) hour guarantee will be paid at straight time. If a nurse returns to work for his/her regular shift the following day, and the shift begins less than 12 hours after a call in, the nurse shall be paid at the rate of one and one-half (1/2) times their regular rate of pay for all hours on that shift.

**Section 4.4 Overtime Paid When Nurse Picks Up a Friday Evening Shift**

Nurses who agree to pick up any part of a Friday evening shift (3-11) after the schedule has been posted shall be paid double time for all hours worked during the shift.

**Section 4.5 Overtime Hours Worked Due to a Voluntary Trade**

Nurses who work more than eight (8) hours in any consecutive twenty-four (24) hour period 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, unless the time worked is in excess of eight (8) consecutive hours, or eighty (80) hours in the pay period.

**Section 4.6 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 4.7 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 (2X) times their regular on-call pay when on-call on a holiday.

**Section 5.4 Extra Weekend/Weekend Off 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 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.

**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. This provision shall not operate to require overtime payments unless the nurse is called in on a Saturday and Sunday in which case the nurse will be paid beginning from the time of the call in accordance with the provisions of Article 4, Section 4.2.

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.

**Section 5.8 Mid-Week Incentive**

A nurse who picks up on-call for the 11-7 shift Monday through Thursday when additional coverage is anticipated will be paid two times (2X) the regular rate of on-call for all such hours. This incentive only applies to last minute pickups due to sick calls or census.

**ARTICLE 6 HOLIDAYS**

**Section 6.1 Paid Holidays**

All full-time nurses shall be granted the following nine (9) holidays with pay:

NEW YEAR'S DAY	FOURTH OF JULY
EASTER	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
NURSE'S BIRTHDAY	CHRISTMAS DAY
FLOATING HOLIDAY	

**Section 6.2 Holiday Hours**

For purposes of this Agreement, the Christmas holiday shall begin at 3:00 p.m. on December 24th and end at 10:59 p.m. on December 25th. The New Year's holiday shall begin at 3:00 p.m. on December 31st and end at 10:59 p.m. on January 1st. The 3:00 p.m. to 11:00 p.m. shift on January 1st is only for the purpose of Holiday pay. It does not count as a holiday shift worked toward fulfilling the scheduling practice that each employee must work at least one (1) shift on either the Christmas or New Year's Holiday.

**Section 6.3 Full-Time Nurses Holiday Pay and Compensatory Day Off**

Full-time Nurses who work the Fourth of July, Thanksgiving, or Christmas shall receive time and one-half their regular rate of pay and a compensatory day off within thirty (30) days either before or after the holiday.

Full-time nurses working on any other holiday shall receive double their regular rate of pay for all hours worked or, in lieu of holiday pay, a compensatory day off within thirty (30) days before or after the holiday, with the compensatory day to be taken at a time mutually agreeable to the Medical Center and the employee.

**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 1/2) times their straight time rate of pay. Part-time employees working on the following four (4) holidays: New Years Day, Easter, Memorial Day and Labor Day will receive double (2X) their straight time rate of pay.



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

Part-time nurses with less than 15 complete years of service, regularly scheduled to work 40 to 56 hours per pay period shall be eligible for one (1) personal floating holiday per calendar year with pay. Part-time nurses with 15 or more complete years of service, regularly scheduled to work 40 to 56 hours per pay period shall be eligible for two(2) personal floating holidays.

- The personal floating holidays shall be scheduled on a day mutually agreeable to the Medical Center and the nurse after successful completion of probation.
- Each personal holiday is equivalent to eight (8) hours
- Personal Holidays must be used by December 1<sup>st</sup> of each contract year.
- Part-time nurses hired after August 1<sup>st</sup> are not eligible for the personal holidays until the next contract year.

**Section 6.6 Holiday Falls on Full-Time Employee's Day Off**

In the event that the holiday falls on a full-time employee's day off or vacation period, such employee shall receive an additional day off under the conditions outlined in Section 6.3.

**Section 6.7 Rotating Work on Holidays**

Holiday work will be rotated equitably among nurses.

**Section 6.8 Low Census Day on Easter, Fourth of July, Thanksgiving or Christmas**

If a nurse receives a low census day (LCD) on Fourth of July, Thanksgiving or Christmas she/he shall be paid straight time for LCD hours. If a part-time nurse receives a low census day (LCD) on Easter she/he shall be paid straight time for LCD hours.

**Section 6.9 Full-time Employee Floating Holidays**

Full-time nurses with less than twenty (20) complete years of service shall be eligible for one (1) personal floating holiday per calendar year with pay. Full-time nurses with 20 or more complete years of service shall be eligible for two (2) personal floating holidays.

- The personal floating holidays shall be scheduled on a day mutually agreeable to the Medical Center and the nurse after successful completion of probation.
- Each personal holiday is equivalent to eight (8) hours
- Personal Holidays must be used by December 1<sup>st</sup> of each contract year.
- Nurses with 20 complete years of service will be able to use the second (2<sup>nd</sup>) personal holiday in the month of December.
- Full-time nurses hired after August 1<sup>st</sup> are not eligible for the personal 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:

from 0-2 years	-	ten (10) work days per year
Upon completion of 3 years -		sixteen (16) work days per year
Upon completion of 8 years -		twenty (20) work days per year
Upon completion of 25 years -		twenty five (25) work days per year

Part-time nurses shall accrue vacation benefits on a pro-rata basis.

**Section 7.2 Vacation Accrual**

Vacation shall be accrued on a monthly 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 Week's Vacation**

For purposes of definition only, one (1) weeks' vacation is defined as seven (7) consecutive days.

**Section 7.4 Scheduling Vacations**

- (a) Vacation planning calendars will be distributed to the nursing station in January. The number of

employees allowed to be absent from a station at a given time will be noted on the vacation planning calendar. Granting of vacations shall not have the effect of depriving patients of needed nursing service.

- (a) **Requests for Vacation between May 1<sup>st</sup> and September 30<sup>th</sup>:** The person with the most seniority submitting her/his vacation request before March 1<sup>st</sup> will be given preference. Vacation requests made after March 1<sup>st</sup> will be honored in the order they are received.
- (b) **Requests for Vacation between October 1<sup>st</sup> and April 30<sup>th</sup>:** Vacation requests for the period from October 1<sup>st</sup> through April 30<sup>th</sup> will be honored in the order in which they were received.
- (b) An employee who requests split vacation time has only one first choice for vacation dates. Five days of vacation may be taken individually or in segments of two or three days. These days may not be taken on the weekends or holidays.

Late requests may be approved if staffing permits. Priority is given to those people who have requested a week. Single vacation days will be granted if schedule permits

**Section 7.5 Limits on Vacation Requests from December 15 thru January 15** Employees may take their earned vacation throughout the year. However, the number of vacations which can be granted during the period from December 15 through January 15 is limited. One (1) holiday must be worked when scheduled, therefore, vacation cannot be granted over the holiday the employee is due to work. Example: Christmas off last year, due to work Christmas this year; vacation cannot be taken the week over Christmas. Requests for vacation during the holiday period will be granted based on seniority and by taking turns on the station with a limitation of one (1) vacation per station.

#### **Section 7.6 Splitting Vacation**

Splitting vacation: If an employee wishes to split her/his vacation, the number of weeks taken with weekends scheduled to work cannot exceed the number he/she would have if vacation is taken consecutively.

#### **Section 7.7 Using Vacation Leave on Weekends**

Employees that have completed one (1) year of service shall be able to utilize vacation days for one (1) weekend per year.

Employees that have completed five (5) years of service shall be allowed two (2) weekends of vacation per year.

Employees with twenty (20) years of service shall be able to utilize three (3) weekends of vacation per 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.

#### **Section 7.8 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 7.9 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, an employee who is at least age 55 or has at least thirty 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** -The current SCMC Leave of Absence Policy will apply to all leaves of absence

### **Section 9.2 Time Off for Funeral of Niece, Nephew and Significant Others**

The Stevens Community Medical Center will grant time off without pay for the day of the funeral for nieces, nephews, 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 three (3) 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 Examinations**

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 Mantoux Test and Influenza Immunizations**

The medical center will provide an annual Mantoux test and chest x-ray if Mantoux test is positive. Influenza immunizations are available without charge each fall. Hepatitis b vaccine is also available to employees free of charge.

**Section 10.3 Lifting Standard**

Effective June 1, 2004, the Medical Center will make every attempt to limit repetitive lifting by a nurse to (35) pounds no more than twelve (12) times per shift.

A nurses will not be required to lift without assistance more than one-half (1/2) his or her ideal body weight.

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, and, as a result, is not permitted to work during an incubation 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 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 80 hours per pay period	\$50,000.00
Full-time 64 hours per pay period	\$45,000.00
Part-time 60 hours per pay period	\$40,000.00
Part-time 40 hours per pay period	\$30,000.00
Less than 40 hours per pay period	\$ 7,500.00

**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 Hospital 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 or 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 paid hours since the last date of hire, unless specified otherwise.

#### **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 purposes, 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 ten (10) working days. The Medical Center may fill the vacancy on a temporary basis during the ten (10) day period. The temporary appointment shall expire at the end of the ten (10) 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 (one [1] hour before the day shift, and three [3] hours before the evening and night 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 16.1 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 16.2 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 16.3 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 16.4 Limit on Low Need Days**

No nurse shall be required to take more than eighty(80) low need hours per contract year. 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 16.5 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.

#### **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 18.1 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. 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.

**Section 21.2 Changes in Job Descriptions, Responsibilities of Function**

Any proposed change 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 PM or night shifts.

**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 Memorial 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, 2016 until May 31, 2019. 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**

**AFSCME Council 65 Local 105**

By *Jim Brown*  
Title President/CEO  
Date 6/1/16

By *Neil Berman*  
Title LPW  
Date 6-9-16

By  
Title  
Date

By *[Signature]*  
Title 6-9-16 Staff  
Date 6-9-16

By  
Title  
Date  
By  
Title  
Date

By *Tramon VanSyr*  
Title 6 LPW  
Date 6-9-16  
By  
Title  
Date