

LABOR AGREEMENT
by and between
VIEWCREST HEALTH CENTER
and
AMERICAN FEDERATION OF
STATE, COUNTY and MUNICIPAL
EMPLOYEES,
COUNCIL 5

October 1, 2020 — September 30, 2023

INDEX

<u>Page</u>		
Article 1	Recognition of Union	3
Article 2	Definitions	3
Article 3	Probationary Period	4
Article 4	Salary	4
Article 5	Hours of Work	5
Article 6	Scheduling	6
Article 7	Personal Leave Time	10
Article 8	Employee Benefits	11
Article 9	Leaves of Absence	13
Article 10	Discipline and Discharge	16
Article 11	Grievance and Arbitration	17
Article 12	Seniority	18
Article 13	Reduction in Force	18
Article 14	Vacant Positions	19
Article 15	Wage Increments	20
Article 16	No Strike or Lockout	20
Article 17	Management Rights	21
Article 18	Union Security and Dues	21
Article 19	Continuing Education	21
Article 20	Attendance	21
Article 21	Fitness for Duty Examinations	21
Article 22	Drug and Alcohol Policy Testing	22
Article 23	Firearms	22
Article 24	Terms of Agreement	22
Article 25	Waiver and Entire Agreement	23
Article 26	Notice	23
Article 27	Labor Management Committee	23
Addendum A	Wage Scale	

**LABOR AGREEMENT
BY AND BETWEEN
VIEWCREST HEALTH CENTER
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 5**

This is an Agreement made and entered into the day and year hereinafter written by and between VIEWCREST HEALTH CENTER hereinafter referred to as the "Employer" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 5, hereinafter referred to as "AFSCME" as follows:

AFFIRMATIVE ACTION STATEMENT

All terms and provisions of the employer's Affirmative Action Plan required and approved by the State of Minnesota Department of Human Rights shall be incorporated into this Agreement by reference. All terms and conditions and interpretations thereof set forth in this Agreement shall conform with all Local, State and Federal equal opportunity rules and regulations.

AFSCME and the Employer agree that neither will discriminate against any employee on the basis of age, race, color, disability, sex, creed, national origin, sexual orientation, marital status, status with regard to public assistance, religion or AFSCME activity or inactivity. Further, both the AFSCME and Employer agree to interpret this Agreement in a manner which will further the goal of affirmative action employment.

ARTICLE I — RECOGNITION

- 1.01 The Employer recognizes AFSCME as the sole and exclusive collective bargaining representative of these employees: All regularly scheduled (8 hours or more per week) Licensed Practical Nurses, Health Unit Coordinators (HUC), Registered Nurses (excluding the Director of Nursing, Assistant Director of Nursing, RN Nurse Managers and RN Supervisors), and also excluding service and maintenance employees currently represented by UFCW Local 1189, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

The Employer or its representative shall not enter into any agreement or bargaining collectively or individually with any employees covered by the Agreement in the absence of the Union.

Supervisory personnel shall not perform bargaining work, except in cases of emergencies, including absenteeism, if replacement employee, including other employees working reasonable amounts of overtime, cannot be obtained, training or instruction; testing of equipment; starting of new equipment; and unusually or complex jobs for which the employees lack the appropriate skills.

ARTICLE II — DEFINITIONS

- 2.01 Full-time employees shall be defined as those employees regularly scheduled to work at least eighty (80) hours during a two (2) week pay period.

- 2.02 Part-time employees shall be defined as those employees regularly scheduled to work less than eighty hours during a two (2) week pay period.
- 2.03 Casual employees shall be defined as those employees who are not scheduled to work on a regular basis. Casual employees shall not be subject to the provisions of this collective bargaining agreement.
- 2.04 Temporary employees shall be defined as employees hired on a temporary basis (for not more than 120 days) to cover a leave of absence or staffing shortage. Temporary employees shall be utilized only if the available hours cannot reasonably be covered by bargaining unit employees without accruing significant overtime or experiencing scheduling problems. Temporary employees are not subject to the provisions of this collective bargaining agreement.
- 2.05 All references to days shall mean calendar days.
- 2.06 Original date of hire shall be the date of hire to Viewcrest Health Center in a regularly scheduled position. The original date of hire shall be used to determine eligibility for health insurance, accrual rates for PLT and voluntary benefits.
- 2.07 Classification date shall be the date an employee begins work in a specific regularly scheduled classification (RN, LPN, HUC). The classification date shall be used to determine seniority and wage increments.

ARTICLE III — PROBATIONARY PERIOD

- 3.01 Upon commencement of employment, employees shall serve a probationary period of five hundred (500) hours. Employees shall have no seniority rights during the probationary period. Upon completion of the probationary period, an employee will be credited with seniority from his or her seniority date. New employees shall participate in the Employer's orientation and training programs. The union shall have the opportunity to attend new employee orientation to explain contractual rights and to introduce new employees to the union.
- 3.02 An employee may be dismissed with or without cause during the probationary period.
- 3.03 Upon hire or at orientation, new employees shall receive a copy of this collective bargaining agreement from the Union. Other than the termination as defined in Section 3.02, grievances of probationary employees are subject to the collective bargaining agreement.

ARTICLE IV — SALARY

- 4.01 The wage schedule for employees covered by this Agreement shall be set forth as Schedule A attached hereto and incorporated as part of this Agreement.
- 4.02 Employees required to work on the following holidays shall be paid one and one half (1 1/2) times their regular hourly wage: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and Christmas Eve (afternoon). Holidays commence at 12:00 AM or the starting of the shift closest to 12:00 AM and end at 11:59 PM or end of the last shift closest to 11:59 p.m. There shall be no pyramiding of overtime on a holiday. However, an employee who is required to work all or part of a second shift on any of the holidays listed above shall be paid at the rate of two (2) times his/her regular rate of pay for all hours worked in excess of eight.

ARTICLE V — HOURS OF WORK

- 5.01 The basic work periods shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). Employees shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours per day, or eighty (80) hours per two (2) week period. Daily overtime shall not be pyramided with pay-period overtime. References to 'basic periods' and the like in this Agreement shall not be construed as a guarantee that an employee shall be entitled to work any particular minimum number of hours.
- 5.02 The Employer shall establish work schedules setting forth the hours of work for employees subject to this Agreement. Schedules shall be posted at least two (2) weeks in advance.
- 5.03 Employees shall receive a fifteen (15) minute break for each full four-hour period of work without reduction in pay. Employees scheduled to work a shift consisting of eight (8) hours shall receive an uncompensated meal period of thirty (30) minutes duration. Breaks and meal periods shall be taken at a time designated by the Employer. Breaks shall be taken on the premises.
- 5.04 In the event overtime is necessary, it will be offered to employees in order of seniority. In no case, shall the employer be required to make more than one employee contact when trying to locate the employee for the purpose of overtime scheduling. For anticipated overtime periods of four (4) hours or less, the employee on duty from the previous shift or employee on oncoming shift shall have the first option of working the overtime hours. If more than one employee qualifies, seniority shall govern. Should an insufficient number of volunteers be obtained, the Employer may compel employees, in reverse order of seniority, to work overtime, subject to the provisions of this Agreement. The compelling of overtime shall progress through the seniority list beginning with the least senior employee and returning to that employee only after the seniority list has been exhausted. Mandatory overtime will only apply to employees who are already at work. Employees shall be notified of mandatory overtime by the department head or charge person, with as much advance notice as possible. No employees shall work overtime without prior approval of the department head or charge person. The supervisor must approve, when available, in writing, on an overtime explanation form, the employee's overtime prior to the end of the shift on which the overtime occurred. The employee is responsible to submit this form to the Human Resource Office.

Employees that agree to work two (2) extra shifts, including voluntary overtime shifts, in a pay period, will not be required to work overtime that pay period, unless honoring this exemption will leave the Employer with insufficient staff. No employee shall be required to complete a mandatory overtime shift more than once per pay period, unless honoring such exemption will leave the Employer with insufficient staff.

When an employee is held over for mandatory overtime and the Employee has been scheduled for two (2) extra shifts, or has worked a mandatory overtime in the current pay period, the Employee shall be paid a \$50.00 bonus for each additional instance of mandatory overtime in the pay period. If the Employee does not work the two extra shifts in the pay period, the Employee shall not receive the bonus.

Any employee who is assigned mandatory overtime will be provided a reasonable period of unpaid time off, not to exceed one hour, for personal business at a time that is mutually agreed to by the employer.

- 5.05 Employees shall be paid at one and one-half (1 1/2) times their normal rate of pay for work commencing eight (8) hours or less after the conclusion of any previous work. Nothing in this section shall prevent the Employer from adjusting unscheduled hours to prevent payment of unnecessary overtime.
- 5.06 Employees requested on short notice to report to work outside their regular schedule, shall be allowed up to one (1) hour after being called to report to work without loss of time for the shift for which they are called to fill. Employees are responsible to complete the payroll correction form.
- 5.07 If an employee experiences an unexcused absence on a weekend, between the start of the afternoon shift on a Friday (2:30 PM) and the end of the afternoon shift on the following Sunday (11:00 PM), the employee shall be scheduled for the next open weekend shift that occurs in the current or following pay period.

Employees excused from overtime by medical exemption may be required to work an extra shift. The Employer may invoke Article XXII (Fitness for Duty Examinations) for any Employee with limited duty medical excuse for more than three (3) months.

ARTICLE VI — SCHEDULING

- 6.01 Work schedules shall cover a two (2) week period and shall be posted at least two (2) weeks in advance of the time covered by such schedule. Nothing in this Article shall prohibit the posted schedule from being modified upon mutual agreement of the Employer and employees involved. Management shall not alter a posted schedule without the agreement of the employee involved in order to obviate the requirement of paying overtime.
- 6.02 In establishing the original work schedule under this contract, the Employer will give preference to senior employees insofar as is practicable and consistent with efficient nursing Employer management. When the seniority provision is not followed when calling for open shifts, the affected employee shall be scheduled, by mutual agreement, for any lost hours. If at any time in the next continuous twelve (12) months the seniority provision is not followed, the employee will be paid for any lost hours at the appropriate pay rate.
- 6.03 Employees with special scheduling requests and/or exchange request must notify the Employer of such requests. The Employer shall provide a Request Form for proper notification. Scheduling requests must be made at least two (2) weeks prior to the time the schedule is posted when possible. The Employer will honor requests when possible. Requests submitted under Article VII (PLT) shall be responded to by management at least six (6) days prior to the time requested. Exchange dates shall occur in the current or subsequent pay period. No exchange requests shall result in the creation of overtime.
- 6.04 When the posted schedule must be modified due to changes in the census level, case mix, or other factors affecting the need for employees, the Employer shall notify the affected employees at

least forty eight (48) hours in advance. Seniority shall govern any resulting increase or decrease in hours or change in schedule with the most senior employee having the right to accept or reject the increase/decrease in hours.

6.05 As a general pattern of scheduling work:

A. Employees who normally work on weekends will have alternative weekends, Saturday and Sunday off. The scheduled work week need not correspond to the calendar week, and the pattern of the 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 scheduled in any two (2) work weeks.

B. Employees will not be required to work more than two (2) of three (3) shifts (days, afternoons or nights) during the fourteen (14) day period.

C. Employees shall not be required to work more than seven (7) consecutive days.

D. The above general provisions may be modified temporarily by mutual agreements of the Employer and employee, or if necessary to meet staffing needs. Every effort will be made to comply with the above general provisions or reach mutual agreements to change the provisions. Application of changes in schedules shall be done by seniority whenever possible.

However, in the event mutual agreement is not possible and the schedule change is to become permanent, the proposed schedule modifications shall be submitted to a scheduling review committee comprised of two representatives from management and two representatives from AFSCME who will review the proposed schedule modification and upon a majority vote make a decision. If a majority vote is not reached, the committee will, by consensus, choose a neutral fifth member from the Federal Mediation and Conciliation Service (FMCS) to break the tie. The decision of this review committee will be final and not subject to grievance or arbitration.

This scheduling review committee will only address proposed scheduling changes; it will not review reduction in hours. Any reduction in hours for a position will be governed by Article XV and Article XX and other relevant articles.

Exception to the general pattern of scheduling may be made by agreement between the Employer and the employees concerned, or in cases of emergency or unavoidable situations where the application of the general patterns would have the effect of depriving residents of needed nursing service.

6.06 An employee who attends a mandatory in-service or meeting on the Employee's time off will be paid a minimum of one (1) hour at the appropriate rate of pay. If the employee can attend the in-service or meeting during the Employee's work hours, the employee is not eligible for the minimum mandatory meeting pay.

6.07 The employer offers the following flexible staffing options:

1. Baylor weekends – employees work 12-hours shifts every Friday, Saturday, and Sunday. Employees asked or mandated beyond a 12-hour shift in a 24-hour period to replace an absent employee will be paid the overtime rate.

2. 12-hour shifts – employees are regularly scheduled to work 12 hour shifts. Employees would be regularly scheduled for no more than three 12-hour shifts in a 7 day work week. Employees asked or mandated beyond a 12-hour shift in a 24-hour period to replace an absent employee will be paid the overtime rate.
3. Monday-Thursday only shifts – available only when the Employer has enough Baylor weekends to cover staffing needs.

6.07.1 Baylor weekends – Employees working this schedule will be placed on a 40-hour work week agreement for overtime calculation purposes. Employees are paid straight time for the 12-hour shift and are scheduled every Friday, Saturday and Sunday. Employees are paid at a Baylor wage rate designated on the scale. Employees scheduled for Baylor weekends will be paid overtime for any shifts that are picked beyond their normally scheduled shifts. PLT hours will not be used for the purpose of calculating overtime. If a replacement is necessary for a Baylor weekend shift, the Employer will follow the practice of attempting to fill the vacant shift with non-overtime hours first. Overtime hours will be scheduled if absolutely necessary and upon approval from management.

If an employee calls in absent for a shift on the Baylor weekend schedule, the absence will count as one absence for purposes of the attendance disciplinary process. Employees calling in absent for a Baylor weekend schedule will only be paid for actual hours worked during the week of the absence.

Employees working Baylor weekends will be granted a total of six 12-hour weekend shifts off per year when the Employer will find replacement employees for the shifts. For additional time off, it will be the responsibility of the employee to find replacement employees for their scheduled shift. PLT will accrue based upon Article VII. Requests for PLT will be based upon seniority and will be granted per Article VII.

Employees working 12-hour shifts will be paid holiday pay for the 12 hours worked when they are scheduled on a holiday, per the contract. Staff will be paid 2 times their regular rate of pay for working over 12 hours on a holiday, per Article IV of the contract. Holidays will be the observed holidays per Article IV of the contract.

Employees scheduled for a 12-hour shift will be expected to take a 30 minute meal break. The meal break will be unpaid time and will automatically deduct from the employee's total hours worked per shift. Employees scheduled for a 12 hour shift will be allowed to take three 15 minute rest breaks which are paid as time worked. If an employee has an unexpected event during his or her shift which prevents them from taking one of their 30 minute breaks, the employee must complete a time clock overtime approval form indicating the reason why the employee is not able to take their meal break. The supervisor will be responsible for reviewing the form and approving the additional 30 minutes to be paid to the employee.

Employees scheduled to work a 12-hour shift can be mandated for a maximum of 4 additional overtime hours. In the event a 12-hour shift employee elects to pick up extra shifts, scheduling will occur to avoid pyramiding of overtime hours, by assuring that a minimum of 8 hours occurs between shifts.

Staff will be hired at a wage consistent with the contract and credit for previous experience will be consistent with Article 15.02. Vacant Baylor weekend positions will be posted internally, per Article XIV and vacancies will be filled based upon the criteria outlined in Article XIV.

Staff hired for baylor weekends will be considered members of the bargaining unit and therefore will be eligible for pension benefits as outlined in Article VIII. Staff hired for baylor weekends will also be eligible for Health and Welfare contributions as outlined in Article VIII. Baylor weekend staff will be granted funeral leave per Article IX.

- 6.07.2 **12 Hour Shifts** — Staff electing to work a 12 hour shift schedule will be placed on a 40 hour work week for purposes of overtime calculations. Staff will be paid overtime when their total hours worked exceeds 40 hours. Staff asked or mandated beyond a 12 hour shift in a 24 hour period to replace an absent employee will be paid the overtime rate. Vacation, sick and/or PLT hours will not be used for the purposes of overtime calculations. If a replacement is necessary for 12 hour shift, the employer will follow the practice of attempting to fill the vacant shift with non-overtime hours first, with overtime hours being scheduled if absolutely necessary, and upon approval from management.

Employees scheduled for a 12 — hour shift will be expected to take a 30 minute meal break. The meal break will be unpaid time and will automatically deduct from the employees total hours worked per shift. Employees scheduled for a 12 hour shift will be allowed to take three 15 minute rest breaks, which are paid as time worked. If an employee has an unexpected event during his or her shift, which prevents them from taking one of their 30 minute breaks, the employee must complete a time clock overtime approval form, indicating the reason why the employee is not able to take their meal break. The supervisor will be responsible for reviewing the form and approving the additional 30 minutes to be paid to the employee.

Staff scheduled to work a 12-hour shift can be mandated for a maximum of 4 additional overtime hours. In the event a 12-hour shift employee elects to pick up extra shifts, scheduling will occur to avoid pyramiding of overtime hours, by assuring that a minimum of 8 hours occurs between shifts.

PLT will accrue based upon Article VII. Request for PLT will be based upon seniority, and will be granted per Article VII.

Staff working 12-hour shifts will be paid Holiday pay, at 1 1/2 times their regular rate of pay, for the entire 12 hours worked, when they are scheduled on a holiday, per the contract. Staff will be paid 2 times their regular rate of pay, for working over 12 hours on a holiday, per Article IV of the contract. Holidays will be the observed holidays per Article IV of the contract.

Staff will be hired at a wage consistent with the contract. Vacant 12 hour shift Positions will be posted internally, per Article XIV and vacancies will be filled, based upon the criteria outlined in Article XIV.

Staff hired for 12-hour shifts will be considered members of the bargaining unit and therefore, will be eligible for pension benefits, as outlined in Article VIII. Staff hired for 12-hour shifts will also be eligible for Health and Welfare contributions as outlined in Article VIII. 12-hour shift staff will be granted funeral leave per Article IX.

- 6.07.3 Monday-Friday schedules: In the event that the Employer is able to recruit a sufficient number of Baylor Weekends, and 12 hour shift employees, the employer may be able to offer a limited number of Monday through Friday only schedules. These will be available at staff request, or upon

agreement at hire. When more than one employee bids for the same schedule, the position will be filled per Article XIV.

ARTICLE VII — PERSONAL LEAVE TIME

7.01 All employees earn paid time off (PLT for each hour they are paid). PLT may be used to take time off the work schedule with pay and either by planning in advance or to cover an unanticipated absence.

7.02 Employees earn and accrue PLT based upon the following actual rates:

1st year	2.8 hours PLT per 50 hours paid
2nd year	4.1 hours PLT per 50 hours paid
3rd year	5.0 hours PLT per 50 hours paid
4th year	5.8 hours PLT per 50 hours paid
5th year	6.7 hours PLT per 50 hours paid
6-8 year	7.25 hours PLT per 50 hours paid
9-10- years	7.7 hours PLT per 50 hours paid
11-15 years	9.0 hours PLT per 50 hours paid
16 + years	9.6 hours PLT per 50 hours paid

An employee begins to earn PLT upon hire. PLT may be accumulated up to 480 hours. Any PLT time in excess of 480 hours will be forfeited.

7.03 PLT is immediately available for use after accrual, subject to the scheduling requirements of this Section. PLT shall not be used before it is accrued. Employees who are absent from work due to personal illness or illness of their child must use PLT to replace work hours lost. Employees may plan time off and receive pay from their accrued PLT balance by submitting a request to the Employer in accordance with the current system for requesting time off.

Between January 1 and January 15 of each calendar year, PLT requests shall be submitted to the staffing coordinator, and those requests shall be transferred to a master PLT calendar which shall include all 52 weeks of the year. These requests will be for the period of March 1st of the current year through February of the following year. PLT requests submitted prior to January 15 shall be granted on the basis of seniority. Prior to January 1st of each year, management shall meet and confer with AFSCME to establish minimum PLT commitment levels. The Employer will leave the confirmed PLT schedule (calendar) posted from February 1st through the remainder of each year. At the time the confirmed PLT schedule is posted, the Employer will give a copy to each AFSCME steward.

PLT requested subsequent to January 15 shall be granted on first-come, first-served basis. Approval for such PLT shall be granted, consistent with staffing needs, and, provided they fall within management's minimum commitment levels, are submitted prior to the schedule posting covering the dates of the PLT request.

Employees shall be limited to four (4) additional weekend days (Saturday or Sunday) off during the months of June, July and August, in addition to their regularly scheduled weekends off. Additionally, employees shall be limited to two (2) weeks off per month, each month, during the months of June, July and August. Exceptions to these limitations may be granted by management insofar as they do not preclude another employee from being granted PLT time based on management's minimum commitment levels.

LPN PLT is limited to three in a twenty-four hour day with no more than one on the midnight shift and two on the day shift at a time and granted according to seniority. LPN PLT is also limited to two on a holiday and granted according to seniority. (As defined by AFSCME contract) HUC PLT is limited to one per day. If there is an abundance of staff willing to cover open shifts, we will grant more PLT as staffing allows. Consideration to meeting these minimum commitment levels will be granted when there are vacant positions.

- 7.04 Upon termination, employees who give and fulfill a minimum of a two-week notice will be paid for all earned and unused PLT. Any employee who resigns without giving at least two (2) weeks written notice, and any employee discharged for just cause, will not be paid for earned and unused PLT.
- 7.05 PLT shall be considered as time worked for the purpose of calculation of benefits and seniority, not overtime.
- 7.06 Employees shall be eligible to cash out their accrued and unused PLT. Effective 02/01/2021, employees may cash out accrued PLT one per calendar quarter. Employees must maintain a minimum of 24 hours in their PLT bank.

Employees must cash out a minimum of eight (8) hours. Employees may cash out PLT during a holiday pay period up to a maximum of eight (8) hours per holiday pay period provided they have worked any scheduled day preceding and following the holiday. At least one week notice of intent to cash out PLT must be given to the supervisor via the established time off request form. An employee who will reach the maximum PLT accrual amount shall cash out ten (10) hours, plus any excess hours, if the Employee has been denied a prior time off request. These requests for PLT cash out shall be honored in the absence of any imminent cash-flow problem experienced by the Employer.

Employees who utilize PLT benefits due to illness lasting more than 3 days may be required to furnish a physician or other health care provider's certification that an employee is capable of returning to work within applicable law. (Employees must comply with State law regarding absence due to communicable disease.)

Union related functions: If staffing allows, the Employer will permit two members to use PLT to attend Union related functions.

ARTICLE VIII- EMPLOYEE BENEFITS

8.01 Group Comprehensive Medical Plan

- To be eligible to participate, an employee must regularly work 30 hours or more per week.

- The employer will offer a high deductible health plan (HDHP). As of 01/01/2021, the single deductible is \$3,000. See benefit summary for plan details.
- The employer's contribution will be equal to 100% of the elected single HDHP's monthly premium rate.

8.02 Group Health Savings Account (H.S.A.)

- To be eligible to participate, an employee must:
 - regularly work 30 hours or more per week;
 - be enrolled into at least a single coverage plan under the employer's HDHP health plan;
 - not be claimed as another person's tax dependent;
 - not be entitled to Medicare benefits;
 - have coverage under a health plan that qualifies as a HDHP; or is other insurance permitted by law (the Code or IRS regulation) if the health coverage is not under the employer's HDHP;
 - if married, have a spouse that does not have any non-HDHP family coverage.
- The employer will contribute the monthly amount as determined in St. Francis Health Services' group H.S.A. Plan to an eligible participant who is actively employed for that full month. As of 01/01/2021, \$150/month will be contributed.

8.03 Pension plan: The Employer shall provide the St. Francis Health Services' defined contribution pension plan. Eligibility is defined as an employee who:

- 1) Completes one year of service (defined as 1000 or more hours in the first 12-consecutive month period);
- 2) Meets 1000 hours or more each calendar year thereafter; and
- 3) Attains the age of 21.

The Employer shall contribute an amount equal to 5% of an eligible employee's gross wages. The vesting schedule is as follows:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

To obtain a copy of the Summary Plan Description and Appendix, please contact the Human Resource Department.

8.04 Life Insurance: All employees who work an average of sixty (60) or more hours per pay period on a regular basis and have completed the probationary period are eligible to participate in our employer-paid group life insurance plan. Employees going from PT to FT can enroll the first of

the month following the change in status as long as the probationary period has been met. Once you have completed the application, you will be enrolled on the first of the month following or coinciding with your eligibility.

8.05 Voluntary Benefits

- The employer has adopted the St. Francis Health Services' Voluntary Benefit Plan. See benefit plan summaries for details.
- To be eligible to participate, an employee must be regularly scheduled to work 60 hours or more a pay period.
- The employee pays 100% of the premium of the benefit plan/s he/she elects.
- The employee cannot modify his/her annual elections unless a change in family status, as defined by the regulations, occurs.

Tax Deferred Annuity: All employees are eligible to enroll into the voluntary 403(b) tax deferred annuity plan (TDA). See the Director of Human Resources for further details.

Employee Assistance Program: Viewcrest offers its employees access to its Employee Assistance Program (EAP). An EAP can support with education, dependent care and care giving, legal and financial, lifestyle, and access to consult with a professional counselor.

ARTICLE IX - LEAVE OF ABSENCE

9.01 The following are recognized Leave of Absences

- I) Both for Family (inclusive of parenting) and Medical
 - A. Special Leave of Absence
 - B. Funeral Leave
 - C. Jury Duty
 - D. Union Duties Leave
 - E. Workers' Compensation
 - F. Unpaid Leaves of Absence
 - G. Statutory Leaves

9.02 Family Medical Leave Act (FMLA)

A. Leave of absence beyond ten working (10) days, except in cases of personal illness of the employee or critical illness in the family as defined below, shall not be considered as working time in determining length of service benefits. Length of service benefits will remain the same as at the time of the beginning of the leave of absence. When returning to work from a FMLA leave the employee shall be entitled to be restored to the same position and shift that the employee held when the FMLA leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment. Employees who qualify for other leave programs, if any, in addition to FMLA (e.g. Workers' Compensation, parental leave, PLT) are required to use such leave concurrently with FMLA leave. The employee share of the benefit premium must be paid by the employee by the 15th of the following month or the benefit will be cancelled.

B. Qualification for FMLA:

- 1) "Eligibility" for unpaid family and medical leave is defined as an employee who has worked for the employer for at least 1250 hours in the twelve (12) month period immediately preceding the leave.
 - a. This leave of absence will be without pay for a maximum period of twelve (12) workweeks in a 12-month period. The Employer has a rolling year policy that permits leave only if twelve weeks leave has not been used in the twelve (12) months before the request.
 - b. This leave may be extended one (1) month upon the employee's request and approval from the employer.
 - c. An employee may request personal leave after the above two options are used.
 - d. Any person who does not qualify for this leave may request personal leave.
- 2) This leave shall also be available if a health care provider verifies it is necessary to care for the employee's parent, spouse, son or daughter with a serious health problem, as defined in the FMLA of 1993.
- 3) This leave shall also be available upon the birth/adoption or foster care placement of a child, and may begin before the actual birth or placement of the child.
- C. Requesting time off:
 - 1) All FMLA time off shall be requested one (1) month in advance when possible. When not possible the employee shall make every effort to inform the employer as far as possible in advance given the circumstance.
 - 2) All request shall be made on a provided request form and when required will include certification from a licensed physician.
- D. Reduced leave schedule or intermittent basis.

FMLA may be taken on a reduced leave schedule or intermittent basis if the health care provider certifies this is medically necessary.

- a. In this case the employer may transfer the employee to a different job with equivalent pay and benefits that better accommodates the need for intermittent leave.

- b. Reduced leave schedule example:

If a full-time employee switches to half-days under a reduced leave schedule, one-half week of FMLA leave is used each week.

- c. Intermittent example:

If an employee who normally works five (5)-day workweeks takes one (1) day off on FMLA leave, only one-fifth (1/5) of one (1) week of FMLA leave has been used.

- 9.03 Special Leave of Absence: Any employee who has passed probation may apply for a special leave of absence without pay. Any employee asking for a special leave of absence must submit in writing their request stating the reason the request should be granted and the dates the leave would be effective. Special leaves of absence are subject to approval by the Employer, provided that once a special leave of absence has been approved it cannot be revoked except with the employee's approval. The employer shall respond to all written requests for special leaves of absence in writing in a timely manner.

If an employee requests revocation of a special leave of absence, the employee shall assume his or her position at the earliest opportunity without affecting a posted schedule. However, such employee shall be eligible to work as needed after notification to the employee of his or her availability. No leaves of absence shall be granted for gainful employment.

- 9.04 Bereavement: Employees shall be eligible for bereavement leave benefits upon completion of the probationary period.

All regular employees covered by this agreement shall be entitled to up to three (3) days of paid bereavement leave to attend the funeral of immediate family. These three (3) days may include the day after the funeral. For purposes of this leave, "immediate family" is understood to include: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother and sister-in law, grandparent, grandchild, legal ward, step relations of relations listed above, and significant other on record with Human Resources.

- 9.05 Jury Duty: When an employee receives notice of jury duty, he/she shall notify his/her Supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay, to maximum of ten (10) scheduled work days per calendar year. He/she will report for work whenever his/her jury duty does not conflict with scheduled work hours. Employees will not be required to perform a combination of jury duty and work with the Employer in excess of eight (8) hours per day. In making the employee whole, his/her wages will be computed as if he/she had worked on the first scheduled shift at straight time and be paid in full therefore, minus any amount evidenced by his/her jury duty check. The employee shall be required to present the jury duty check to the business office. The business office shall reimburse for the mileage in addition to wages paid as indicated on the check. Employees will be eligible for paid jury duty leave upon completion of the probationary period.

- 9.06 Leave of Absence for AFSCME Activities: Subject to employer approval, up to two AFSCME members will be granted unpaid time off (not to exceed a total of thirty-two (32) hours or sixteen (16) hours each) to participate in an event to promote funding for nursing home Employers. AFSCME member(s) shall be selected by the Union's Field staff Representative assigned to the facility and the employer shall be given a minimum of two (2) weeks advance notice.

- 9.07 Workers' Compensation

A. It is the responsibility of the employee to inform their supervisor (or if not available, someone within management at Employer) of any accident that happens within the workplace.

B. Upon notification to supervisor the employee will be given all the necessary forms required to be completed by employee.

- 9.08 Unpaid Leaves of Absence and Seniority: Employees on unpaid leaves of absence, except for those on FMLA, shall not accumulate seniority for the purpose of wage progressions or other benefits. Employees on FMLA leave shall continue accruing seniority for up to the twelve (12) weeks they are on FMLA leave.

ARTICLE X - DISCIPLINE AND DISCHARGE

- 10.01 The Employer shall not discharge, suspend or discipline an employee without just cause. Discipline is corrective and may include verbal or written warnings, suspension, or discharge, depending on the severity of the circumstances.
- 10.02 The following are non-exclusive examples of what may constitute just cause for immediate discharge:
- a) Physical or verbal abuse of a resident, visitor, or employee. "Verbal abuse" shall include, but is not limited to, conduct directed to a resident which violates the rights of a resident under federal, state, or local law or other codes of conduct applicable to employees.
 - b) Breach of confidentiality.
 - c) Insubordination. Defined as refusal to comply with a reasonable order of a supervisor having the authority to give such an order.
 - d) Violation of the drug and alcohol policy (see Article XXIII).
 - e) Malicious destruction of the Employer's, a resident's, or staff member's property.
 - f) Falsifying time record information, or making an entry on another employee's time card.
 - g) Gross inattention to resident care.
 - h) Failure to report to work for two consecutive scheduled shifts without notice.
 - i) Acts of discrimination or harassment against a member of the protected class.
 - j) Violation of the firearms policy (see Article XXIV)
 - k) Theft from the Employer, a resident, or any other person.

The foregoing shall not restrict the right of the Employer to summarily discharge employees for other forms of serious misconduct.

- 10.03 Employees electing to resign will give the Employer fourteen (14) days' written notice of such intended resignation, and shall continue in the Employer's active service during this period, unless mutually agreed otherwise between the Employer and the employee. Employees shall not be permitted to schedule PLT benefits during the notice period, unless prior written approval is given by the Employer.
- 10.04 The Employer will provide written notice of suspension or discharge of an employee to the employee and the Union.

- 10.05 Upon an employee's written request, the employee may review his/her personnel file. The Employer shall allow review of the file within seven (7) days of the employee's request, and upon request for copies, they shall be furnished.
- 10.06 In connection with the Employer's investigatory interviews of an employee in which the employee reasonably believes is for the purpose of obtaining facts to support the probability of disciplinary action, an employee, upon his/her request, shall be entitled to have a representative of AFSCME present. This section is not subject to the grievance and arbitration provisions of this Agreement. The Employer may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay, at the discretion of the Administrator.

ARTICLE XI— GRIEVANCE AND ARBITRATION

- 11.01 A grievance is hereby defined as any claim by either party relating to the interpretation of or adherence to the terms and provisions of this Agreement.

- 11.02 The steps in the grievance procedure are as follows:

Step 1: The employee will informally discuss the grievance with the employee's department head and/or immediate supervisor.

Step 2: If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, and shall state the facts giving rise to the grievance. Such written grievance shall be submitted to the Administrator. The written grievance must be submitted to the Administrator within fifteen (15) days of the informal meeting, and no later than twenty (20) days from the date of occurrence.

Within twenty (20) days following receipt of the grievance by the Administrator, representatives of the Employer and AFSCME shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3: The parties may mutually agree to defer a grievance matter to mediation with a mediator from the Federal Mediation and Conciliation Services prior to its submission to arbitration.

Step 4: If the grievance is not resolved in Step 3, then either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within twenty (20) days following the Step 3 meeting.

- 11.03 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 grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer, and AFSCME.

- 11.04 The time limits set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. A 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.

ARTICLE XII — SENIORITY

- 12.01 Seniority shall be determined by classification date. Employees shall retain their accrued seniority during an unpaid leave of absence but shall not earn seniority during an unpaid leave of absence, except during FMLA leave.
- 12.02 Seniority shall be separate for each classification covered by this Agreement. An employee may hold seniority in more than one classification and shall be determined by actual work in that classification.
- 12.03 There shall be a single seniority list for full time and part time employees. Employees in the bargaining unit on the date of ratification shall be placed on a seniority list. Any employee shall retain the unit seniority accrued but shall accrue no more unit seniority while working outside the unit. If the said employee loses his or her position outside the unit, that employee may bid on a vacant position in the bargaining unit. If no vacancy exists, the employee outside the bargaining unit who has previously accrued seniority within the bargaining unit shall be placed on the Recall List.
- 12.04 Within sixty (60) days following the execution of this Agreement, the Employer shall prepare and post a seniority list covering all employees subject to this Agreement. Such a list shall be updated annually.
- 12.05 Any dispute concerning the proper placement of an individual on this seniority list shall be resolved by the grievance procedure. Such disputes must be raised in a written grievance within ten (10) days of the posting of the seniority list, or the list shall be conclusively presumed to be accurate.

An employee's seniority shall be broken and terminated by:

Voluntarily quitting employment;
Discharge for cause;
Layoff which continues for more than two years;
Any leave of absence in excess of the contract provisions.

ARTICLE XIII - REDUCTION IN FORCE

- 13.01 When the Employer determines that it is necessary to reduce the number of employees or hours of work in a given classification, it shall do so by laying off or reducing the number of hours of the least senior employee on the given shift first. Senior employees may request voluntary layoff. The Employer agrees to meet and discuss with AFSCME the effects of a layoff; but it is agreed that any discussions will not delay the layoff. Layoff is understood to mean the elimination of any position. Reduction of hours, for purposes of this article, is understood to mean the reduction of the position's hours of more than five (5) cumulative hours per pay period, commencing upon ratification of this contract. Furthermore, any reduction in hours that would result in a loss of benefits of any kind, excluding a reduced accumulation of PLT, shall give the affected employee the right to bump a less senior employee as defined herein.

- 13.02 When the Employer determines to recall laid off employees, it shall recall them in reverse order of layoff, provided, the employee must be qualified to perform the available work. Employees may remain on recall for one year. The Employer may not use temporary, provisional or probationary employees or any employees outside the unit to do unit work while any senior qualified employee remains on layoff and requests work.
- 13.03 Bumping: If any employee is laid off, either because his or her position has been eliminated or his/her hours have been reduced by more than five (5) hours a pay period, or to a level that will result in a loss of benefits, that employee shall be eligible to bump the least senior employee in his/her classification on the same shift.

For purposes of bumping, the following classifications will be used:

RNs (excluding RN managers and RN supervisors)

LPNs

HUC

If the employee is the least senior employee in their classification on their shift, that employee may bump a less senior employee in their classification on another shift. If the employee cannot bump another employee, or chooses not to bump, the employee will be placed on the recall list.

In the event an employee exercises his/her bumping rights under this article, and the vacated position has its hours fully restored, the position shall be posted. If the employee, who bumped out of this position because of a reduction in hours, chooses to bid on the restored position, he/she shall be considered to have "super seniority" which shall allow the employee rights to the restored position. The employee who was displaced by this re-posting shall also have "super seniority" to bid on his/her former position which shall be posted upon its vacancy.

- 13.04 No full-time employee shall lose eligibility for health insurance coverage as a consequence of lack of opportunities to achieve the 60 hours per pay period average hourly threshold through picked up hours. Employees will be expected to make reasonable attempts to achieve the contractually hourly threshold. Employees who do not meet the contractual threshold for hour reductions shall not be subject to this section.

ARTICLE XIV — VACANT POSITIONS

- 14.01 When a vacancy occurs in a classification covered by this Agreement, a notice of such vacancy shall be posted for seven (7) days, stating the requirements of the position.
- 14.02 The vacancy may be filled on a temporary basis (not to exceed four (4) weeks) during the posting period and during the period of transferring the successful bidder to the position or recruiting a new employee into the position.
- 14.03 When qualifications are equal, the vacant position shall be awarded to the bidder with the greatest seniority. Only if no bidder is qualified, a new employee may be hired from outside the bargaining unit.

ARTICLE XV — WAGE INCREMENTS

- 15.01 Increments earned by an employee while employed full time will carry over to part-time employment. Increments earned by an employee while working part-time will carry over to full-time employment.
- 15.02 At the employer's discretion, a new employee hired as a Registered Nurse, Licensed Practical Nurse, HUC may be given credit on the wage step scale for relevant experience, not to exceed six (6) years.
- 15.03 If a LPN is required to fill in to supervise the whole building when a supervising RN is not on the premise, that LPN shall be paid a differential of \$1.50 per hour in addition to the employee's regular rate of pay for all hours the employee has the above referenced supervisory duties.
- 15.04 There shall be a \$0.50 per hour shift differential for all hours worked from 6:01 p.m. to 6:30 a.m. (1801-0630).

ARTICLE XVI — NO STRIKE OR LOCKOUT

- 16.01 There shall be no strikes, lockouts, picketing or work stoppage of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of the collective bargaining agreement. In the event the parties are unable to reach agreement, defined as the parties reaching impasse after undergoing mediation, to the terms of a succeeding Labor Agreement, any unsettled issue shall, upon the request of either party, be submitted to the determination of an arbitrator, whose determination shall be made final and binding upon the parties. The parties shall request a panel of seven names from the Federal Mediation and Conciliation Service from which to select the arbitrator. The selection of an arbitrator shall be by the process of elimination, with the parties taking turns at striking names from the list of the seven (7) submitted until one name remains. The determination of which party strikes first will be determined by the flip of a coin. The parties shall share equally the compensation paid to the arbitrator.
- 16.02 The provisions of this Article, (No Strike or Lockout) shall apply during the extension periods of this contract, during periods of arbitration, and during periods that this contract shall remain in force as amended by arbitration.

ARTICLE XVII — MANAGEMENT RIGHTS

- 17.01 Except as specifically restricted by the express provisions of this written agreement, all aspects of the management of the nursing facility, including but not limited to the right to hire; layoff; promulgate rules for the direction of the work force, including but not limited to safety, attendance and absenteeism; promote; demote; transfer; discipline or discharge for cause; require the observance of Employer rules and regulations; direct the working forces; determine and schedule the number of hours to be worked; determine methods, supplies and equipment to be utilized; discontinue jobs because of valid management and economic reasons; decide employee qualifications consistent with Federal and State standards; manage and administer employee's operation; maintain and improve efficiency; assign and delete work; to determine the

materials, means and the type and level of services provided, shall be the sole and exclusive function of management.

- 17.02 Nothing contained in this Article shall be construed as a waiver of the right of AFSCME or the obligation of the Employer to negotiate with respect to any matters which are negotiable under the provisions of the National Labor Relations Act, as amended.

ARTICLE XIII — UNION SECURITY AND DUES

- 18.01 All employees covered by this Agreement shall be members of the exclusive representative/organization. "Membership" for purposes of this Agreement is defined to mean the payment of the standard monthly dues as uniformly applied to all members of the bargaining unit.
- 18.02 Payroll deductions shall be made monthly from the salary of employees, upon presentation by AFSCME of authorized certification, from the Council 5 office, and said AFSCME dues shall be remitted to the AFSCME office within fifteen (15) days of payroll processing.
- 18.03 If any employee fails to maintain the obligation as set forth in Article 19.01, the Employer shall terminate such employee upon written demand of the Union. AFSCME agrees to indemnify and hold the Employer harmless against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken at the written request of AFSCME pursuant to Sections 19.01, 19.02, or 19.05 of this article.
- 18.04 AFSCME representatives shall have access to the premises to meet and confer with the employees, but AFSCME agrees that its representatives shall not interfere with the normal operation of the Employer's facilities at any time. AFSCME representatives shall be allowed to post notices in the break room and by the time clocks.
- 18.05 The Employer shall deduct from the wages of any employee covered by this Agreement a Public Employees Organized to Promote Legislative Equality (PEOPLE) deduction as provided for in a written authorization voluntarily executed by the employee on a form mutually agreeable to the Employer and the Union. The deduction shall be discontinued upon reasonable advance written notice from the employee to the Employer. The Employer shall remit any deductions made pursuant to this provision monthly to the Union.

ARTICLE XIX — CONTINUING EDUCATION

- 19.01 The Employer shall pay up to \$100 per year for each employee for seminars actually attended offering continuing education credits. The Employer may charge up to \$20 for each seminar offered in-house. In no case shall an employee be prohibited from drawing on this account in order to attend an out-of-house seminar that has been approved by the Administrator. One day of wages will be paid annually to attend an approved seminar.

ARTICLE XX — ATTENDANCE

- 20.01 AFSCME members will follow the Viewcrest Health Center Attendance policy. Changes to the policy are subject for review by the Labor Management Committee.

ARTICLE XXI — FITNESS FOR DUTY EXAMINATIONS

- 21.01 The Employer shall have the right, at its expense, to require an employee to undergo a physical or mental examination to determine the employee's fitness for duty. The Employer shall invoice this right only if there are reasonable grounds to question the employee's fitness for duty. The employee shall sign whatever releases or authorizations the examiner may require to permit the examiner to report all findings and opinions as to the employee's fitness for duty to the Employer.

ARTICLE XXII — DRUG AND ALCOHOL POLICY TESTING

- 22.01 No employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, where such work is being performed including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act.

ARTICLE XXIII — FIREARMS

- 23.01 No employee shall use or possess a firearm while on duty, while on Employer property, or while in an Employer vehicle. An employee may possess a firearm in Employer parking facilities and areas, but only to the extent allowed by the Minnesota Citizen's Personal Protection Act of 2003.

ARTICLE XXIV — TERMS OF AGREEMENT

- 24.01 The terms of this Agreement shall be in full force and effective from October 1, 2020 through September 30, 2023. The Agreement shall then be automatically renewed, for additional successive periods of one year unless either party at least ninety (90) days before an expiration date gives written notice of its desire to terminate or modify the Agreement.

Either party in the event the Value-Based Reimbursement (VBR), MN statutes, section 256B.441, Laws of Minnesota 2015, chapter 71, article 6, sections 9, 11-35, and 41-44, is repealed or modified in regard to the rate setting procedures for Care Related Costs, Other Operating Costs and External Fixed Costs, this agreement may be reopened for purposes of bargaining for modifications of the Wages and Health and Welfare benefits with ninety (90) days written notice to the other party.

ARTICLE XXV — WAIVER AND ENTIRE AGREEMENT

- 25.01 The parties acknowledge that during the negotiations resulting in the Agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and AFSCME each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both to the parties at the time they negotiated or signed this agreement.

ARTICLE XXVI — NOTICE

- 26.01 Any notice required by this Agreement to be given by one party to the other shall be sent by certified or registered mail to:

Administrator
Viewcrest Health Center
3111 Church Place
Duluth, MN 55811

Or

AFCSME Council 5
211 West 2nd Street, Suite 205
Duluth, MN 55805

The notices shall be effective upon deposit in the United States mail in a properly addressed envelope with postage pre-paid.

- 26.02 Notice given by written means other than by certified or registered mail shall be deemed effective upon receipt if the party giving the notice demonstrates actual receipt by the intended recipient, or if the intended recipient admits actual receipt. Such other forms of written notice include first class mail, hand delivery, courier, fax and email.

ARTICLE XXVII Labor Management Committee

- 27.01 The union and the employer agree to establish a Labor and Management Committee that may meet on a quarterly basis or as necessary, to discuss concerns relative to Viewcrest Health Center and the members of the AFSCME bargaining unit.

VIEWCREST HEALTH CENTER

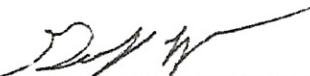
AFSCME COUNCIL 5


Scot Allen, VP Senior Services

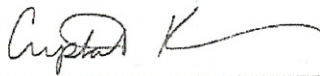
1/21/21
Date


Chad McKenna
Field Representative

3/3/21
Date


Geoffrey Ryan,
Regional Director

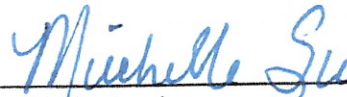
1-19-2021
Date


Crystal Kreklow,
AFSCME Council 5 Field Director

3/2/21
Date


Tara Adkins, Administrator

2/1/21
Date


Michelle Sunde
AFSCME Local 3558 President

3/4/21
Date

Addendum A

Section 1.01 Wage Scale Effective October 1, 2020

Percentage Increase	9.3%	2%	2%
---------------------	------	----	----

Registered Nurses

	Effective: 10/1/2020	Effective: 10/1/2021	Effective: 10/1/2022
START	\$28.40	\$28.96	\$29.54
1 Year	\$29.75	\$30.35	\$30.95
2 Years	\$30.16	\$30.76	\$31.37
3 Years	\$30.58	\$31.19	\$31.82
4 Years	\$30.99	\$31.61	\$32.24
5 Years	\$31.40	\$32.03	\$32.67
6 Years	\$31.82	\$32.45	\$33.10
8 Years	\$32.21	\$32.85	\$33.51
10 Years	\$32.63	\$33.28	\$33.94
15 Years	\$33.45	\$34.11	\$34.80

Percentage Increase	9.3%	2%	2%
---------------------	------	----	----

Registered Nurses (Baylor)

	Effective: 10/1/2020	Effective: 10/1/2021	Effective: 10/1/2022
START	\$34.04	\$34.72	\$35.41
1 Year	\$35.68	\$36.39	\$37.12
2 Years	\$36.16	\$36.88	\$37.62
3 Years	\$36.67	\$37.40	\$38.15
4 Years	\$37.15	\$37.89	\$38.65
5 Years	\$37.64	\$38.40	\$39.16
6 Years	\$38.15	\$38.91	\$39.69
8 Years	\$38.63	\$39.40	\$40.19
10 Years	\$39.13	\$39.91	\$40.71
15 Years	\$40.09	\$40.89	\$41.71

Percentage Increase	10.3%	2%	2%
---------------------	-------	----	----

Licensed Practical Nurses

	Effective: 10/1/2020	Effective: 10/1/2021	Effective: 10/1/2022
START	\$22.13	\$22.57	\$23.02
1 Year	\$23.22	\$23.68	\$24.16
2 Years	\$23.50	\$23.98	\$24.45
3 Years	\$23.82	\$24.30	\$24.79
4 Years	\$24.09	\$24.57	\$25.06
5 Years	\$24.40	\$24.89	\$25.38
6 Years	\$24.69	\$25.18	\$25.68
8 Years	\$24.89	\$25.39	\$25.90
10 Years	\$25.30	\$25.81	\$26.33
15 Years	\$26.74	\$27.27	\$27.82

Percentage Increase	10.3%	2%	2%
---------------------	-------	----	----

Licensed Practical Nurses (Baylor)

	Effective: 10/1/2020	Effective: 10/1/2021	Effective: 10/1/2022
START	\$26.52	\$27.05	\$27.59
1 Year	\$27.84	\$28.40	\$28.96
2 Years	\$28.18	\$28.75	\$29.32
3 Years	\$28.57	\$29.14	\$29.72
4 Years	\$28.89	\$29.47	\$30.05
5 Years	\$29.25	\$29.84	\$30.43
6 Years	\$29.59	\$30.19	\$30.79
8 Years	\$29.85	\$30.44	\$31.05
10 Years	\$30.33	\$30.94	\$31.56
15 Years	\$32.06	\$32.71	\$33.36

Percentage Increase	11.6%	2%	2%
---------------------	-------	----	----

Health Unit Coordinators

	Effective: 10/1/2020	Effective: 10/1/2021	Effective: 10/1/2022
START	\$15.29	\$15.59	\$15.91
1 Year	\$16.19	\$16.52	\$16.85
2 Years	\$17.44	\$17.79	\$18.15
3 Years	\$17.71	\$18.07	\$18.43
4 Years	\$18.00	\$18.36	\$18.73
5 Years	\$18.29	\$18.66	\$19.03
6 Years	\$18.56	\$18.93	\$19.31
8 Years	\$18.84	\$19.21	\$19.60
10 Years	\$19.11	\$19.49	\$19.88
15 Years	\$19.98	\$20.38	\$20.78

