

# COLLECTIVE BARGAINING AGREEMENT

Between

Northern Montana Hospital  
Havre, MT

And

Montana Nurses Association  
Local Unit #12

December 1, 2014  
Through  
November 30, 2017



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2 AGREEMENT

3  
4 This Agreement is made and entered into this 11<sup>th</sup> day of September 2014, between  
5 NORTHERN MONTANA HOSPITAL, a Montana corporation with principal offices at  
6 Havre, Montana, herein referred to as "Hospital" and MONTANA NURSES'  
7 ASSOCIATION, on behalf of Local Unit #21 herein referred to as "Association".  
8

9 SECTION 1: SCOPE OF AGREEMENT

- 10  
11 A. This Agreement covers all registered nurses, including office nurses employed  
12 by the hospital in physician offices, except:  
13 1. Supervisors as defined by the NLRA.  
14 2. All registered nurses performing services for the Hospital in capacities  
15 other than as staff registered nurses.  
16 3. All certified registered nurse anesthetists employed by the Hospital.  
17 4. Registered nurses employed by the Hospital as review coordinator, not to  
18 exceed three at any one time.  
19 5. Registered nurses employed by the Hospital as education coordinators,  
20 not to exceed three at any one time.  
21 6. Registered nurses employed by the Hospital as temporary nurses as  
22 defined herein.  
23 7. Registered nurses employed by the Hospital as casual nurses are partially  
24 covered and such status and the rights and benefits arising there from  
25 are specifically set forth in.  
26  
27 B. The terms hereof are intended to cover only minimums in wages, hours,  
28 working conditions and other employee benefits. The Hospital may establish  
29 superior wages, hours, working conditions and other employee benefits, and  
30 may reduce the same to the minimums herein prescribed, without the consent  
31 of the Association. The Hospital will inform the Association of any changes in  
32 a timely manner.  
33  
34 C. This Agreement comprises the full Agreement between the parties hereto as to  
35 the matters herein contained. No pre-existing, concurrent, or subsequent  
36 agreement shall be effective to alter or modify any of the terms, covenants, or  
37 conditions herein contained unless such alterations shall be approved and  
38 adopted by the Association and the Hospital in writing.  
39  
40 D. During the term of this Agreement and any extensions hereof, no collective  
41 bargaining shall be had upon any matter covered by this Agreement or upon  
42 any matter which has been raised and disposed of during the course of the  
43 collective bargaining which resulted in the consummation of this Agreement,  
44 unless mutually agreed upon in advance by the Hospital and the Association in  
45 writing.  
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47 SECTION 1A: CASUAL NURSES

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Casual nurses, as defined herein, shall be entitled to the following, and to no other rights or benefits under this Agreement or by virtue of their employment by the Hospital:

1. Wages, shift differential, time and one-half the Nurse's base rate of pay for all hours worked on holidays, and for overtime.
2. Discipline and termination.
3. Orientation.
4. Grievance and arbitration.
5. Evaluation and personnel files.
6. Effective December 1, 2012, casual RNs shall retain and accrue union seniority. Currently employed Nurses shall have their seniority date calculated as of their date of hire as bargaining unit nurse.

## SECTION 2: RECOGNITION AND MEMBERSHIP

- A. The Hospital recognizes the Association as the sole representative for bargaining purposes of the Registered Nurses covered by this Agreement with respect to wages, hours of work and conditions of employment.
- B. Any present or future nurse who is not an Association member and who does not make application for membership within ninety (90) days of hire or ninety days (90) from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association, a representation fee in an amount lawfully determined by the Association. The representation fee shall be equal or less than the regular monthly Association dues. Nurses who fail to comply with this requirement shall be discharged by the Hospital within seven (7) days after written notice to the Hospital from the Association. The Association agrees to indemnify and hold the Hospital harmless against any and all claims, suits, orders or judgments brought or issued against the Hospital as a result of any action taken by the Hospital under the provisions of this section.
- C. The Hospital will deduct membership dues from the salary of each nurse who voluntarily agrees in writing to such deduction (dues covering membership in MNA). Authorization once filed shall be revocable at any time upon written notice of the revocation given by the nurse to the Hospital. Withheld amounts shall be forwarded to the Association office on a monthly basis following the actual withholding, together with a record of the amount and names of those for whom deductions have been made.
- D. The Hospital shall not discriminate against any nurse because of the nurse's membership in the Association.
- E. The Hospital agrees to furnish to the Association and local unit chairperson within 60 days of the effective date of this Agreement, the names, recorded

94 mailing addresses and telephone numbers, and employee status of all nurses  
95 covered by this Agreement; and thereafter, a monthly listing of all newly  
96 employed; nurses who have had change in status and terminated nurses;  
97 including names, rate of pay, recorded mailing addresses and telephone  
98 numbers, and employee status and number of hours per pay period. Biannually  
99 in January and June of each year, the Hospital agrees to furnish the Association  
100 a full listing of each nurse covered under this Agreement containing the  
101 information listed above.

102  
103 F. The Hospital will distribute a copy of this Agreement to all newly hired nurses  
104 covered by this Agreement at the time of employment. The Association will  
105 provide the Hospital copies of the Agreement for this purpose.  
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112 SECTION 3: CODE OF PROFESSIONAL CONDUCT

113  
114 A. The Hospital and the Union agree that harassment or abusive treatment of or  
115 by registered nurses is prohibited. This includes but is not limited to conduct  
116 or behavior that has the purpose or effect of unreasonably interfering with the  
117 individual's work performance or creating an intimidating, hostile or offensive  
118 work environment. Registered Nurses agree to adhere to the Hospital's  
119 Professional Code of Conduct. A Union representative will present new hire  
120 MNA packet and Code of Professional Conduct during formal orientation, if  
121 applicable. The Hospital shall notify via Hospital Email, the Local President and  
122 Vice President the names, telephone numbers and departments of the newly  
123 hired nurses as soon as possible and in advance of formal orientation. The  
124 Hospital shall also apprise the Local President and Vice President of the date,  
125 location and scheduled time for the Union Representatives' presentation at the  
126 formal orientation.  
127

128 SECTION 4: HOURS OF WORK AND OVERTIME

129  
130 A. Pay Period and Hours Worked

131  
132 1. A pay period consists of fourteen consecutive days.

133  
134 2. All hours worked will be paid as rounded to the nearest one tenth hour.  
135

136 B. Work Day

137  
138 1. In departments where deemed reasonable by the Hospital, a work day will  
139 consist of eight hours work completed in eight and one-half consecutive

140 hours, including one thirty minute unpaid meal period. In addition to the  
141 unpaid meal period, a paid rest period of fifteen minutes will be allowed for  
142 nurses during each four hours of work.

- 143
- 144 2. In departments where deemed reasonable by the Hospital, a work day will  
145 consist of twelve hours work completed in twelve and one-half consecutive  
146 hours, including one thirty minute unpaid meal period. In addition to the  
147 meal period, a paid rest period of fifteen minutes will be allowed for nurses  
148 during each four hours of work.
- 149
- 150 3. In departments where deemed reasonable by the Hospital, a work day will  
151 consist of ten hours work completed in ten and one-half consecutive hours  
152 including one unpaid thirty minute meal period. In addition to the unpaid  
153 meal period, a paid rest period of fifteen minutes will be allowed for nurses  
154 during each five hours of work.
- 155
- 156 4. Nurses may work shared shifts if mutually agreed to by the Hospital and  
157 the nurses. Shared shifts are shifts where two nurses, with the prior  
158 approval of the Hospital, divide a work day and each work a part thereof.
- 159
- 160 5. A nurse may work a split shift if mutually agreed to by the Hospital and the  
161 nurse. A split shift is a shift during which, with prior approval of the  
162 Hospital, a nurse works part of the shift, is excused to leave the Hospital  
163 for an unpaid period of one hour or more, and returns to the Hospital to  
164 complete the assigned shift.

165

166

167 A nurse will not be required to work split weekends without prior  
168 notification to the RN.

- 169
- 170 6. The Hospital shall endeavor to assure uninterrupted meal breaks. If a nurse  
171 is called back to duty by her/his supervisor, she/he will be paid for the  
172 entire 30 minute meal period. If the nurse is called back to duty by an  
173 individual other than the supervisor, the nurse will complete a punch  
174 exception and submit it to the supervisor for approval.

### 175

### 176 C. Overtime

- 177
- 178 1. All work performed after 9 1/2 hours at work on a regular 8 hour shift, all  
179 work performed in excess of 11 1/2 hours at work on a regular 10 hour  
180 shift, and all work performed in excess of 13 hours at work on a regular 12  
181 hour shift shall be compensated at 1 1/2 times the nurse's regular hourly  
182 rate of pay.

183

184 Nothing herein shall be construed to require the payment of overtime or  
185 premium pay for work performed prior to 40 hours in a work week unless

186 specifically paid under this sub-paragraph.  
187

- 188 2. Except in the case of an emergency, overtime must be approved in advance  
189 by the nurse's immediate supervisor.
- 190
- 191 3. Time paid for sick leave, vacations, leaves of absence, and holidays will not  
192 be counted as hours worked in computing overtime.
- 193
- 194 4. The Hospital shall not schedule any nurse above her/his work agreement  
195 without the nurses' consent. If out of the ordinary staffing insufficiencies  
196 arise, the Hospital and the Association shall develop a mutually agreeable  
197 plan to move forward and provide safe patient care. This article is not  
198 designed to be routinely used as a scheduling tool

199  
200 All work performed in excess of 14 consecutive hours in one work day will be  
201 compensated for at two (2) times the nurse's regular hourly rate of pay. The work  
202 day as defined in this paragraph is a twenty-four hour period beginning at the start  
203 of the nurse's regularly scheduled shift.

#### 204 D. Time Recording

- 205
- 206
- 207 1. Nurses must use the time clock when reporting to and leaving work. A  
208 nurse who wishes to leave the premises for personal reasons including but  
209 not limited to meal periods, must notify the nurse's immediate supervisor  
210 that the nurse is leaving and the reason for the nurse's absence, and must  
211 clock out when the nurse leaves and clock in upon the nurse's return.
- 212
- 213 2. If a time keeping error requires correction or the time recorded requires  
214 clarification, the nurse must take the punch exception to the nurse's  
215 immediate supervisor or designee who shall approve and make the  
216 necessary correction or clarification, if justified, and date and initial the  
217 punch exception.

#### 218 219 220 221 222 E. Schedule of Hours

223  
224 All nurses' hours shall be posted for a six (6) week period, two (2) weeks in  
225 advance of the first work day scheduled. Nursing Administration will arrange the  
226 schedules of all nurses based on the modular concept. Modules will be repetitive  
227 unless changes are necessary.

- 228
- 229 1. If a nurse wishes to change the schedule after posting, the nurse must  
230 arrange to have another nurse who is experienced in the same service  
231 exchange with the nurse. Such change must be approved at least 24



232 hours prior to the commencement of the scheduled work day by the  
233 nurse's immediate supervisor. If the Hospital makes a change in the  
234 schedule after posting, it will be done with mutual agreement of the nurse.  
235 All exchanges will be entered into the computer via Meditech.

- 236
- 237 2. For all nurses working twelve hour shifts, the hospital shall schedule the  
238 shifts of such nurses so that they may have four out of six weekends off,  
239 unless the hospital is unable to make such weekends available because of  
240 sickness, vacations, leaves, or inadequate available staffing. For nurses  
241 working all other shifts, the hospital shall schedule the shifts of such  
242 nurses so that they may have three out of six weekends off, unless the  
243 hospital is unable to make such weekends available because of sickness,  
244 vacations, leaves, or inadequate available staffing. It is understood that  
245 the Hospital and a nurse may agree in writing to a schedule providing for  
246 work other than as provided in this subparagraph. The weekend schedule  
247 can have exception if mutually agreed to by the nurse and the hospital or  
248 stated in the work agreement.

249

250 An employee regularly scheduled to work weekends shall receive \$4.00 per  
251 hour premium for all hours worked on a weekend shift after fulfilling all  
252 weekends according to work agreement.

253

254 Weekends are defined as Saturday at 0700 through Sunday at 1900 for  
255 hospital day shift.

256

257 Weekends are defined as Saturday at 0600 through Sunday at 1800 for Care  
258 Center day shift.

259

260 Weekends are defined as Friday at 1900 through Sunday at 0700 for hospital  
261 night shift.

262

263 Weekends are defined as Friday at 1800 through Sunday at 0600 for Care  
264 Center night shift.

- 265
- 266 3. The Hospital shall not schedule a nurse to work on two different shifts in  
267 one pay period without the nurse's permission, unless defined by the  
268 module.

- 269
- 270 4. If a nurse is scheduled to work two different shifts, a period of forty-seven  
271 (47) hours shall elapse between the two different shifts unless the nurse's  
272 permission is obtained.

273

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275 SECTION 5: TYPES OF PAY

- 276
- 277 A. Minimum wages shall be based upon the following wage scales covered by this  
278 Agreement and shall be paid upon receiving satisfactory performance

evaluations at the last annual review prior to reaching the next step of the following schedule. The evaluations will be made at the end of the probationary period, the following November and each November thereafter. Nurse's pay changes will be processed after the nurse has completed the Annual Mandatory Education and "Tuberculosis Test" as per Hospital policy. The Hospital will distribute the necessary forms by November 1. The following wage scale shall be effective December 1, 2014.

**WAGE SCHEDULE HOSPITAL AND LONG-TERM CARE**

<b>Hospital &amp; Long-Term Care</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Wage Scale</b>	<b>12/1/2014</b>	<b>12/1/2015</b>	<b>12/1/2016</b>
	Yr 1	Yr 2	Yr 3
Step 1 (Start)	\$ 21.79	\$ 22.44	\$ 23.11
Step 2 (1 yr)	\$ 22.29	\$ 22.96	\$ 23.65
Step 3 (2 yrs)	\$ 22.75	\$ 23.43	\$ 24.13
Step 4 (3 yrs)	\$ 23.07	\$ 23.76	\$ 24.47
Step 5 (4 yrs)	\$ 23.23	\$ 23.93	\$ 24.65
Step 6 (5 yrs)	\$ 23.54	\$ 24.25	\$ 24.98
Step 7 (6 & 7 yrs)	\$ 25.46	\$ 26.22	\$ 27.01
Step 8 (8 & 9 yrs)	\$ 26.09	\$ 26.87	\$ 27.68
Step 9 (10 & 11 yrs)	\$ 26.67	\$ 27.47	\$ 28.29
Step 10 (12 & 13 yrs)	\$ 27.66	\$ 28.49	\$ 29.34
Step 11 (14 & 15 yrs)	\$ 28.59	\$ 29.45	\$ 30.33
Step 12 (16 & 17 yrs)	\$ 29.43	\$ 30.31	\$ 31.22
Step 13 (18 & 19 yrs)	\$ 30.05	\$ 30.95	\$ 31.88
Step 14 (20 + yrs)	\$ 30.50	\$ 31.42	\$ 32.36

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**WAGE SCHEDULE OFFICE AND SENIOR CONNECTION**

<b>Office &amp; Senior Connection</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Wage Scale</b>	<b>12/1/2014</b>	<b>12/1/2015</b>	<b>12/1/2016</b>
	Yr 1	Yr 2	Yr 3
Step 1 (Start)	\$ 18.33	\$ 18.88	\$ 19.45
Step 2 (1 yr)	\$ 18.56	\$ 19.12	\$ 19.69
Step 3 (2 yrs)	\$ 18.95	\$ 19.52	\$ 20.11
Step 4 (3 yrs)	\$ 19.16	\$ 19.73	\$ 20.32
Step 5 (4 yrs)	\$ 19.32	\$ 19.90	\$ 20.50
Step 6 (5 yrs)	\$ 20.72	\$ 21.34	\$ 21.98
Step 7 (6 & 7 yrs)	\$ 21.51	\$ 22.16	\$ 22.82
Step 8 (8 & 9 yrs)	\$ 22.03	\$ 22.69	\$ 23.37
Step 9 (10 & 11 yrs)	\$ 22.60	\$ 23.28	\$ 23.98
Step 10 (12 & 13 yrs)	\$ 23.28	\$ 23.98	\$ 24.70
Step 11 (14 & 15 yrs)	\$ 23.79	\$ 24.50	\$ 25.24
Step 12 (16 & 17 yrs)	\$ 24.32	\$ 25.05	\$ 25.80
Step 13 (18 & 19 yrs)	\$ 24.84	\$ 25.59	\$ 26.36
Step 14 (20 + yrs)	\$ 25.20	\$ 25.96	\$ 26.74

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Effective December 1,2014, all full time nurses at Step 14 shall receive a lump sum bonus of \$500.00 and al regular part-time and part time nurses at Step 14 shall receive a lump sum bonus of \$250.00 payable with the first payroll following December 1, 2014.

Effective December 1,2015, all full time nurses at Step 14 shall receive a lump sum bonus of \$500.00 and al regular part-time and part time nurses at Step 14 shall receive a lump sum bonus of \$250.00 payable with the first payroll following December 1, 2015.

Effective December 1,2016, all full time nurses at Step 14 shall receive a lump sum bonus of \$500.00 and all regular part-time and part time nurses at Step 14 shall receive a lump sum bonus of \$250.00 payable with the first payroll following December 1, 2016.

No Nurse shall suffer a reduction in base wage as a result of this Agreement.

**B. Recognition for Experience.**

356 1. Credit for prior experience will be given to new employees so that he or  
357 she may begin at a higher than minimum rate. Credit is granted for  
358 experience in full year increments only, as of the date of application.  
359 Credit is only granted for experience if there has been less than a 1 year  
360 break in nursing experience, as a longer break might reduce the level of  
361 his/her nursing skills. Recognition for previous experience is subject to  
362 confirmation through reference checks.

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368 Credit will be given for up to 10 years of relevant experience as detailed  
369 below:

- 370
- 371 • Direct experience. New hires receive 1 year credit for each 1 full years'  
372 experience. Direct experience is defined as experience in a similar or  
373 same unit as the position applied for. For example: ICU to ICU.
- 374
- 375 • Indirect experience. New hires receive 1 year credit for each 3 full  
376 years' experience. Indirect experience is defined as experience in a  
377 dissimilar unit from the position being applied for. For example: Med  
378 Surg to ICU or Clinic to Med Surg.
- 379

380 2. For previous experience at Northern Montana Hospital after a break of  
381 service of less than one year from the last shift worked, the nurse shall  
382 return at one step less than she held prior to her break, until completion of  
383 her probation period per Section 23, 1; the nurse will then move up one  
384 step.

385

386 3. Transfer between the hospital/Long Term Care and Office Nurses/Senior  
387 Connection Nurses. Nurses transferring will start 1 step less on the  
388 appropriate scale than he/she held before the transfer. At the successful  
389 completion of transfer probation, the nurse will move up 1 step.

390

391 C. Intentionally Omitted.

392

393 D. Shift Differential

394

395 1. For the Hospital: Effective the first pay period following December 1,  
396 2014, day shift shall be designated as 7AM-7PM. Effective first pay  
397 period following December 1, 2104, no differential shall be paid for hours  
398 worked during the day shift.

399

400 2. For the Care Center: Effective the first pay period after December 1, 2014,  
401 day shift shall be designated as 6AM-6Pm. Effective the first pay period

402 following December 1, 2014, no differential shall be paid for hours worked  
403 during the day shift.

404  
405 3. For the Hospital: Night shift shall be designated as 7PM-7AM. Effective  
406 the first pay period after December 1, 2014, nurses working night shift  
407 shall be paid one dollar seventy-five cents (\$1.75) for each hour worked  
408 during the night shift. Day shift nurses shall not receive night shift  
409 differential for time at the end of the shift giving report.

410 For the Care Center: Night shift shall be designated as 6PM-6AM. Effective  
411 the first pay period after December 1, 2014, nurses working night shift  
412 shall be paid one dollar seventy-five cents (\$1.75) for each hour worked  
413 during the night shift. Day shift nurses shall not receive night shift  
414 differential for time at the end of the shift giving report.

415

416 E. Scheduled On Call and Call Pay for departments utilizing scheduled call:

417

418 1. The Hospital shall post the "on call" schedule for a period of six (6) weeks,  
419 two (2) weeks prior to the first scheduled "on-call" day.

420

421 2. Nurses "on call" will be paid \$2.45 for each hour "on call".

422

423 3. When a nurse "on call" reports to the Hospital for work, the nurse will be  
424 paid at the rate of one and one-half times the nurse's straight time hourly  
425 rate of pay for all hours worked. The nurse will be paid for a minimum of  
426 two (2) hours when called in, regardless of the actual time worked.

427

428 F. Low Census on call. Refer to Section 19.

429

430 G. Other On Call

431

432 If the Hospital assigns on call status to nurses in a nursing area, the nurse will be  
433 paid \$2.00 per hour for all hours on call. The nurse will be paid her regular base  
434 pay plus any applicable differential and will be paid for a minimum of two (2) hour  
435 when called in, regardless of the actual time worked.

436

437 H. Bonus Shift

438

439 The Hospital will pay full-time and part time nurses a premium or bonus of  
440 \$4.00/hour for each hour worked in a bonus shift.

441

442 For Full-time nurses to qualify as a bonus shift, the shift must be: worked at the  
443 request of the Hospital; the fourth (4th) shift for 12 hour scheduled workers; the  
444 fifth (5th) shift for 10 hour scheduled workers; or the sixth (6th) shift for 8 hour  
445 scheduled workers in a work week. The nurse must work all regularly scheduled  
446 shifts in the week in addition to the bonus shift to receive extra shift bonus. A  
447 previously approved vacation day that was posted on the current work schedule

448 shall satisfy this requirement.

449  
450 Casual nurses shall qualify for bonus shift pay after they have fulfilled their work  
451 agreement.

452  
453 Regular part-time nurses shall qualify for bonus shift if they work greater than their  
454 work agreement.

455  
456 It is the nurse's responsibility to complete the punch exception during the  
457 applicable pay period.

458  
459 The Administrative Supervisor or the staffing clerk may initiate and then the  
460 department director will approve and initial extra shift bonus each pay period.

461  
462 The bonus shift will be considered as a shift separate and apart from the regularly  
463 scheduled work week. The bonus pay will not be affected if the required numbers  
464 of shifts are not worked due to a Hospital requested low census day off.

465  
466 The bonus pay will not be compounded or pyramided for the purposes of  
467 computing overtime or other premium pay.

468  
469 I. Flex Assignments

470  
471 All nurses are required to float. A nurse who is assigned one hour or more of a  
472 shift to another Hospital department or Care Center wing, shall be paid an  
473 additional \$1.50 per hour. Clinic nurses who assume a primary role for an alternate  
474 provider will be eligible for flex pay.

475  
476 It is the nurse's responsibility to complete the punch exception during the  
477 applicable pay period.

478 If a part-time nurse has a work agreement for casual or part-time in a second  
479 department, the flex benefit will not apply to either department.

480  
481 If the parties wish to entertain the concept of primary and secondary flex nurse  
482 assignments, the Hospital and the Association will meet and confer and enter in to  
483 a MOU if agreement is reached.

484  
485 J. Certification Pay

486  
487 Nurses who maintain nationally recognized clinical nursing certifications will be  
488 paid an additional two dollars (\$2.00) per hour. In order to be eligible for  
489 certification pay the nurse must work in a clinical area that is appropriate for the  
490 certification. Nurses will not be paid for more than 1 applicable national  
491 certification.

492 The nurse is responsible to submit original certification card to Human Resources  
493 in order to receive certification pay. The Nurses' certification pay will be paid on

494 the first full pay period after submission of appropriate paperwork.

495

496 K. Contract Negotiations

497

498 Each nurse who participates in contract negotiations shall receive lunches at the  
499 Hospital cafeteria each day of negotiations at no cost to the nurse. If a nurse  
500 chooses to, he/she may take unpaid leave hours up to a maximum of forty (40)  
501 hours for the purposes of contract negotiations. .

502

503 SECTION 6: JOB SHARE

504

505 A. The following conditions apply to nurses who desire to job share.

506

- 507 1. A nursing position can be shared by two RN's that can fulfill all
- 508 responsibilities inherent to the original position.
- 509 2. Administration may limit the number of job share positions on a given
- 510 unit and must approve the FTE division.
- 511 3. Only two people may participate in each job share position.
- 512 4. Job share positions are limited to full time positions (.9 or 1.0 FTE).
- 513 5. The shifts would remain patterned as the master schedule.
- 514 6. The job share will be split in a way that every two week pay-check is
- 515 able to cover employee deductions.
- 516 7. Benefits will be prorated according to the split FTE.

517

518 B. If either RN terminates from the job share position, the following are the  
519 options left to the remaining RN.

520

- 521 1. Take the full position his/herself.
- 522 2. Terminate from the position.
- 523 3. Apply for another position.

524

525 C. Holidays will be covered as assigned and dependent on department rotation.

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533 SECTION 7: HOLIDAYS

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535 A. After completion of the probationary period, full time nurses shall be entitled to  
536 the following six paid holidays per year.

537 New Year's Day

538 Memorial Day

539 Independence Day

540 Labor Day  
541 Thanksgiving Day  
542 Christmas Day  
543

544 Nurses shall be paid time and one half (1 ½) for all hours worked on Easter.  
545 Easter will not be considered an additional holiday for any other purpose.  
546

547 B. Holiday pay is the nurse's base rate of pay (not including any differential) for  
548 the work day the nurse is regularly working as defined in Section 4 B 1, 2, or  
549 3.

550 1. For all holidays not worked, a full time nurse will be paid holiday pay if  
551 the nurse qualifies under Section 7 B 3.  
552

553 2. For all holidays worked, all nurses will be paid time and one-half the  
554 nurse's base rate of pay plus shift differential, if applicable, for all hours  
555 worked, and a full time nurse will also be paid holiday pay if the nurse  
556 qualifies under Section 7 B 3.  
557

558 3. To receive holiday pay a full time nurse must have worked the last  
559 complete scheduled shift prior to and the next complete scheduled shift  
560 after such holiday, unless the absence is as a result of the Hospital's  
561 request; or, the result of the emergency hospitalization of the nurse, the  
562 nurse's spouse, children, parents or siblings for illness/accident or death  
563 on the qualifying day.  
564

565 4. Holiday pay will be paid in the pay check covering the period in which  
566 the holiday occurs, regardless of the days taken off.  
567

568 C. Recognizing that nursing service is needed every day of the year and that it is  
569 not possible for all nurses to be off duty on the same day, the Hospital will  
570 have the right, in its sole discretion, but on an equitable basis, to require any  
571 nurse to work on any holiday as long as it is not in conflict with any other part  
572 of this Agreement.  
573

574 D. The nurse may elect to take another day off, without pay, in a period  
575 commencing thirty days before and ending thirty days after the holiday, if  
576 requested of the Hospital in writing thirty days prior to the posting of the  
577 schedule of hours for the period in which the holiday occurs.  
578

579 E. Personal Holidays. After completion of the probationary period, full time  
580 nurses shall be entitled to 24 hours of Personal Holidays time per year and part-  
581 time and regular part-time nurses shall be entitled to 12 hours of Personal  
582 Holiday time per year. The nurse should request the Personal Holiday prior to  
583 the posting of the department work schedule in compliance with departmental  
584 policy. It is the employee's responsibility to use the Personal Holiday in the year  
585



586 available. Personal Holidays time does not carry over to the next year and is  
587 not cashed out upon termination.

588 SECTION 8: VACATIONS

589  
590 A. Accrued vacation may be used after the nurse has completed his/her  
591 probationary period. Vacations must be scheduled and approved in advance  
592 by the appropriate director in accordance with that department's policy.  
593 Approval or denial of vacation requests is dependent on the operational needs  
594 of the department.

595  
596 B. Vacation is accrued for nurses in accordance with the following schedule:

597

Length of Service	Accrual
First Five (5) years	.03846 hour for every straight time hour worked, up to a max accrual of 3.077 hours per pay period for 80 hours. 599C. 600The
Six (6) through ten (10) years	.05769 hour for every straight time hour worked, up to a max accrual of 4.615 hours per pay period for 80 hours.
Eleven (11) or more years	.07692 hour for every straight time hour worked, up to a max accrual of 6.154 hours per pay period for 80 hours.

601 maximum vacation accrual is 400 hours.

602  
603 D. Vacation hours are NOT accrued on sick leave hours, scheduled on-call hours,  
604 or overtime hours.

605  
606 E. Regular part time and regular full time employees accrue vacation hours on a  
607 pro-rated basis according to the number of straight time hours worked per pay  
608 period, up to the maximum of 80 hours worked per pay period.

609  
610 F. Vacation time is paid at the employee's straight time rate.

611  
612 G. After completion of probation, an employee who is terminated or resigns will  
613 be paid for accrued vacation time.

614  
615 H. If a holiday falls during a full time nurse's scheduled vacation, the nurse will be  
616 paid for the holiday as herein provided and will be granted another day (work  
617 day the nurse is regularly working as defined in Section 4 B 1, 2, or 3) of  
618 vacation.

619  
620 I. Vacation schedules will be prepared by the Hospital, taking into consideration  
621 the requests of nurses if presented two weeks or more prior to posting of the  
622 schedule of nurse's hours.

623  
624 J. Payment shall be made in lieu of unused vacation as follows:

- 625  
626 1. Only upon the nurse's request;  
627 2. For less than eight hours of payout;  
628 3. When the nurse requests the payout prior to the beginning of the work  
629 week containing the anniversary date.

630  
631 These three conditions will be void at the time of agreement to a personal  
632 allowable leave or personal time off system.

633  
634  
635  
636 SECTION 9: SICK PAY

- 637  
638 A. The Hospital provides sick pay for regular part time and full time nurses. Sick  
639 pay is intended for illness of the employee only. This benefit does not include  
640 physician appointments or dentist appointments. Regular part time and full  
641 time nurses accrue sick pay hours at the rate of .046 hours for every straight  
642 time hour worked per pay period, up to the maximum accrual of 3.68 hours  
643 for 80 hours worked per pay period.
- 644  
645 B. Sick pay time is paid at the employee's straight time rate.
- 646  
647 C. Sick pay time is not payable upon resignation or termination.
- 648  
649 D. Maximum accrual of sick pay time is 480 hours for employees scheduled to  
650 work 8 and 10 hour shifts; or a maximum of 432 hours for employees  
651 scheduled to work 12-hour shifts.
- 652  
653 E. After completion of the nurse's probationary period, sick pay benefits will be  
654 paid to employees for qualified illness per policy as follows.
- 655  
656 1. Hospitalized employee, outpatient procedures, and ill employee not  
657 hospitalized – sick pay begins immediately for absent scheduled shifts.
- 658 2. Hospitalized employee and outpatient procedure – requires a statement,  
659 using HR form 0149e, signed by the employee's healthcare provider  
660 that specifically states the medical necessity and expected duration that  
661 the employee cannot work. Exception for scheduled Radiation and  
662 Chemotherapy appointments: Any time spent traveling to a scheduled  
663 Radiation or Chemotherapy appointment and the time spent at the  
664 appointment itself is sick time and does not require a statement from a  
665 healthcare provider.
- 666 3. Ill employee not hospitalized – a statement, using HR form 0149e, is  
667 required and the supervisor may require a statement verifying the illness  
668 and signed by the employee's healthcare provider may be required for  
669 any reported illness or any illness in excess of three (3) days.
- 670

671 SECTION 10: WORKSHOPS, SEMINARS AND MEETINGS

672

673 A. With prior approval, the Hospital shall assist full time and regular part time  
674 nurses in attending relevant professional meetings, workshops, and seminars to  
675 the extent that the nurse's absence does not disrupt the Hospital's required  
676 staffing, and providing the purpose of the meeting is to advance the education  
677 of the nurses professionally.

678

679 Full time nurses shall receive full salary (not including any differential) for three  
680 days (work day the nurse is regularly working as defined in Section 4 B 1, 2, or  
681 3) absence per year, and regular part time nurses shall receive full salary (not  
682 including any differential) for two days (work day the nurse is regularly working  
683 as defined in Section 4 B, 1, 2, or 3) absence per year.

684

685 B. The Hospital will pay full salary (not including any differential) for each day  
686 (work day the nurse is regularly working as defined in Section 4 B 1, 2, or 3) of  
687 attendance to nurses participating in workshops or educational seminars at the  
688 request of the Hospital. In addition, the Hospital will arrange for transportation,  
689 registration, and lodging at its expense.

690

691 C. Nurses may be required to participate in in-service training classes to pass  
692 along information obtained in this process.

693

694 SECTION 11: LEAVES OF ABSENCE

695

696 A. A leave of absence may be granted by the Hospital upon proper written request  
697 of nurses for the following reasons and subject to the following exceptions and  
698 limitations.

699

700 B. Nurses shall make written application for leave to the Human Resources Office,  
701 in accordance with Hospital policy, at least thirty (30) calendar days prior to the  
702 desired commencement of the leave, except in the case of emergency illness or  
703 injury, or funeral leave. The application must contain and be accompanied by  
704 the information and evidence noted herein.

705

706 C. Types of Leave

707

708 1. Funeral Leave - In the case of death of a member of the nurse's  
709 immediate family, and if the nurse has completed the probationary  
710 period, a nurse shall receive up to thirty-six (36) hours for nurses working  
711 twelve (12) hours shifts and forty (40) hours for nurses working eight (8)  
712 or ten (10) hour shifts (day the nurse is regularly working as defined in  
713 Section 4 B 1, 2, or 3 hereof) with pay. An extension of this leave may  
714 be requested without pay.

715 a. Immediate Family defined: Those persons considered to constitute  
716 the nurse's immediate family are: spouse, domestic partner, mother,

717 father, son, daughter, brother, sister, grandparents, grandchildren,  
718 and legal guardian, and the nurse's stepmother or stepfather, and the  
719 nurse's spouse's mother, father, son, daughter, brother, and sister,  
720 and such spouse's stepmother or stepfather.  
721  
722 b. Information and Evidence: Evidence of the nurse's relationship to the  
723 deceased may be required in the form of the nurse's sworn  
724 statement or other acceptable evidence establishing such facts.  
725  
726 c. Pay for Funeral Leave  
727 (1). The nurse shall receive pay for up to thirty-six (36) hours for  
728 nurses working twelve (12) hour shifts and up to forty (40) hours  
729 for nurses working eight (8) hour shifts of work.  
730  
731 (2). Payments shall not exceed the number of hours per day in the  
732 day the nurse is regularly working as defined in Section 4 B 1, 2,  
733 or 3 hereof and shall be at the nurse's regular straight time hourly  
734 rate. Paid absence time because of bereavement shall not be  
735 counted as hours worked for purpose of overtime.  
736  
737 d. In the case of death of a close associate or family member, not  
738 defined as immediate family, a leave without pay for up to three (3)  
739 days may be requested after completion of the nurse's probationary  
740 period.  
741  
742 2. Jury Duty - A nurse required to serve on any municipal, county, or  
743 federal jury will be given a leave of absence for the period the nurse is  
744 required to serve.  
745  
746 a. Qualifications, Information, and Evidence  
747 (1). The nurse will notify the his/her director/designee within three (3)  
748 calendar days after receipt of the summons and advise as to the  
749 day or days of anticipated absence, and the nurse must report to  
750 his/her director/designee with a copy of the summons within  
751 eight (8) calendar days after receipt of the summons and  
752 complete and file an application for a leave of absence.  
753  
754 (2). If jury duty continues for more than seven (7) calendar days, the  
755 nurse must report to his/her director/designee at the end of each  
756 seven (7) calendar days of jury duty.  
757  
758 (3). If jury duty and the time required to prepare for work requires  
759 less than four (4) hours on a nurse's scheduled day of work, the  
760 nurse must work for the balance of that day.  
761  
762 (4). The nurse shall not be required to change her/his schedule to

763 accommodate jury duty.

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b. Pay for Jury Duty

- (1). A nurse shall be paid for jury duty leave, as herein provided, if the nurse has completed the probationary period.
- (2). Except as herein provided, for each day of jury service on which the nurse is scheduled to work, the nurse will be paid the difference between jury duty pay and a maximum of the number of hours in the day the nurse is regularly working as defined in Section 4 B 1, 2, or 3 of straight time pay. A nurse shall be entitled to payment of such difference for the first thirty (30) days of service only.
- (3). When a nurse performs jury duty on one of the holidays listed in Section 7 on which the nurse was scheduled to work, the full time nurse will receive holiday pay for the number of hours in that day the nurse is regularly working as defined in Section 4 B 1, 2, or 3, with no deduction for jury duty pay for that day.
- (4). Travel or other expense allowance given a nurse in connection with jury duty will not be considered jury duty pay.
- (5). When jury service is completed, the nurse is required to submit evidence of the total jury duty pay received.

3. Court Testimony

- a. The nurse will notify his/her director within three (3) calendar days after receipt of a subpoena or a written request to testify in court. The nurse subpoenaed will be reimbursed his/her straight time hourly rate for all hours the nurse is required to be in court, including REASONABLE travel time, minus the court (witness) fees paid to the nurse.
- b. The testimony must be in behalf of the Hospital, requested by the Hospital, or caused directly by the nurse's employment at the Hospital.
- c. If scheduled to work the night before the day of jury duty or court testimony, the nurse shall work from 7:00 p.m. to 1:00 a.m. of the night shift scheduled. Any remaining hours lost after 1:00 a.m. shall be paid at the regular straight time hourly rate, after accounting for fees received.

4. Marriage Leave - For the purpose of marriage, a nurse may request up to five (5) days leave without pay upon completion of the probationary

- 809 period.
- 810
- 811 5. Extended Vacation - In isolated instances while a nurse is on vacation
- 812 (i.e. vacationing overseas), a nurse may request up to five (5) additional
- 813 days of leave, without pay, after completion of one (1) year continuous
- 814 service.
- 815
- 816 6. Maternity Leave - Female nurses may request maternity leave for the
- 817 purpose of child birth as set forth below:
- 818
- 819 a. For the purposes of safety and FMLA the nurse is encouraged to
- 820 notify her director of her condition in writing as soon as possible, but
- 821 no later than 20 weeks gestation.
- 822
- 823 b. The nurse may work until her delivery date with permission from her
- 824 doctor.
- 825
- 826 c. If, prior to her delivery date, the nurse's doctor certifies in writing to
- 827 the Human Resources Office that the nurse can no longer continue
- 828 her work, or from the date of delivery, the nurse is eligible to take her
- 829 sick leave pay, if any.
- 830
- 831 d. For routine deliveries the employee may use accrued sick pay for
- 832 the first six (6) weeks of a Leave of Absence. If the delivery was
- 833 by Cesarean Section the employee may use accrued sick pay for the
- 834 first eight (8) weeks of a Leave of Absence. However, the
- 835 employee's healthcare provider may designate in writing, using
- 836 objective medical criteria, a longer or shorter period where the
- 837 employee legitimately needs to use accrued sick pay. Sick pay
- 838 may only be used up to the employee's maximum hours per pay
- 839 period as documented on the employee's Work Agreement.
- 840
- 841 e. During an approved Maternity Leave of Absence, any time away
- 842 from work that is not covered by sick pay using the above criteria
- 843 will use accrued vacation. If the employee does not have sufficient
- 844 accrued vacation, the time will be unpaid.
- 845
- 846 7. Educational Leave - The Hospital may allow a nurse a leave of absence
- 847 up to twelve (12) months for educational purposes to further the nurse's
- 848 profession without pay after completion of one (1) year continuous
- 849 service. Nurses furthering their formal nursing education shall retain their
- 850 accrued seniority and sick time accrued at the time the education leave
- 851 begins. The nurse will have the option to return to the first available
- 852 position for which he/she is qualified.
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8. Adoption Leave - The Hospital may allow a nurse a leave of absence without pay for up to six (6) weeks, for adoption purposes after one (1) year of continuous employment.
  9. Paternity Leave - The Hospital may allow a nurse a leave of absence without pay for up to six (6) weeks, for paternity purposes after one (1) year of continuous employment.
  10. Other Leaves of Absence - For reasons other than the above, leaves of absence may be granted on an individual basis at the discretion of the Hospital President/CEO. With sufficient notice to immediate supervisor, each nurse may request up to two (2) days without pay per year without specification of needs.
  11. Unplanned Medical Event
    - a. Unplanned Medical Event time can be taken in increments of one (1) hour, **as authorized by the employee's supervisor** and will not be unreasonably withheld. Unused, Unplanned Medical Event time shall not be carried over from year to year.
    - b. After one (1) year of employment each employee may receive 12 hours of Unplanned Medical Event time for the purposes of urgent medical, dental, or immediate family illness or care. For purposes of this section, "immediate family" is defined as the nurse's parents, child, or spouse.
    - c. After second year of employment each employee may receive twenty four (24) hours of Unplanned Medical Event time for the purposes of urgent medical, dental, or immediate family illness or care. For purposes of this section, "immediate family" is defined as the nurse's parents, child, or spouse.
    - d. Unplanned Medical Event time is not to be used in lieu of sick time.
- D. Other Employment - If a nurse who is granted a leave of absence under this section and while on such leave accepts employment with another employer or engages in an independent business, the nurse shall be deemed to have resigned, except if the nurse is on an authorized education leave this provision shall not apply.
- E. Benefits - A nurse shall not be entitled to any wages or benefits while on a leave of absence, except as specifically set forth in this section.

899 SECTION 12: SENIORITY, PROMOTIONS & VACANCIES  
900

- 901 A. Seniority shall be given for continuous employment in a bargaining unit

- 902 position.
- 903 Nurses moving from the bargaining unit shall have bargaining unit seniority
- 904 frozen at the time of status change.
- 905
- 906
- 907
- 908
- 909 B. Promotion - Promotion shall be made within the Nursing Service Department
- 910 whenever possible. All position openings requiring a nurse will be posted for
- 911 ten (10) calendar days. Applications shall be presented in writing to the
- 912 Human Resources Office within the ten (10) day period. Applicants for a
- 913 position shall be notified in writing of acceptance or rejection within seven (7)
- 914 calendar days after a posted position is filled.
- 915
- 916 1. Promotion and the filling of new positions is based on the following
- 917 criteria, in order of priority.
- 918 a. Ability and merit.
- 919
- 920 b. Recommendation of nurse's immediate supervisor and most recent
- 921 performance evaluation.
- 922
- 923 2. If the criteria noted above are equivalent, promotions, transfers, and recall
- 924 following lay-off shall be governed by seniority. Lay-off shall be governed
- 925 by reverse seniority.
- 926
- 927 3. It will be the prerogative of the Hospital to make the selection for
- 928 promotions or new positions from all applications.
- 929
- 930 C. Vacancies - whenever an existing nursing position at the Hospital is not to be
- 931 filled, it is deemed a vacancy.
- 932
- 933 1. When the Hospital determines that a vacancy temporarily or permanently
- 934 will not be filled, notice and a brief explanation will be given to the
- 935 Association through the Liaison Committee.
- 936
- 937 2. The Hospital may temporarily fill a vacancy.
- 938
- 939 3. If there are no applicants or no qualified applicants for a vacancy from
- 940 nurses then employed by the Hospital, the Hospital may offer the position
- 941 to the nurse it deems qualified or hire a new nurse for the position.
- 942

943 SECTION 13: HOSPITAL GROUP HEALTH PROGRAM

944

- 945 A. Nurses shall have the same group health coverage as other Northern Montana
- 946 Hospital employees.
- 947



948 B. A nurse, while on a Leave of Absence, granted in accordance with this  
949 Agreement, may continue to carry Hospital group coverage providing the nurse  
950 pays each month's entire premium in advance by the first of the month to the  
951 Payroll Department. If not so paid in advance, the nurse will be dropped from  
952 the group coverage.

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963 C. If it is determined that a nurse is entitled to benefits under the Worker's  
964 Compensation Law, the Hospital will continue to pay its portion of the premium  
965 for the Hospital Group Health and Accident Coverage for the number of months  
966 that equals the number of completed years of seniority which the nurse has, or  
967 until the compensation payments cease, or until 12 monthly premiums have  
968 been paid, whichever shall occur first. If a nurse's plan includes coverage for  
969 other members of the family, she must pay that portion of each month's  
970 premium attributable to the nurse's family members before the first of the  
971 month to the Payroll Department. Should the nurse cease to be eligible for  
972 benefits under the Act and does not return to work, the nurse shall be dropped  
973 from the group.  
974

975  
976 D. The Hospital reserves the right to determine the carrier of the group health  
977 plan. Through the Liaison Committee, the Association will be notified of any  
978 proposed change in the carrier or health plan.  
979

980  
981 SECTION 14: LIFE INSURANCE AND RETIREMENT PROGRAMS

982  
983 The Hospital presently maintains life insurance and retirement programs for eligible  
984 Hospital an employee, including eligible nurses, and the Hospital anticipates that  
985 during the term of this Agreement such programs will continue for eligible Hospital  
986 employees.  
987

988 SECTION 15: WORKER'S COMPENSATION

989  
990 A. Nurses shall be covered by Worker's Compensation Insurance carried by the  
991 Hospital for the protection of the nurses.

992  
993 B. Injuries received at work, must be reported within twenty-four (24) hours by

994 completion of the necessary forms. Hospital processing worker's  
995 compensation claims will be in accordance with Montana State law.

996

997 SECTION 16: ORIENTATION

998

999 A. Hospital shall provide an orientation program for all newly hired registered  
1000 nurses, and for currently employed registered nurses who are transferred or  
1001 promoted. The orientation program shall end when the nurse and her director  
1002 have mutually agreed, using the orientation checklist for each unit. The  
1003 orientation checklist shall be the basis of the agreement. The checklist will be  
1004 filed in the employee's personnel file.

1005

1006 B. However, if during an emergency, a nurse is needed to temporarily transfer to  
1007 another area, a nurse who has not been oriented may be required to provide  
1008 nursing care in the other area, in a non-charge position unless qualified by prior  
1009 experience. If such an emergency arises, the Vice President of Patient Care  
1010 Services shall notify the MNA in a timely fashion with the circumstances  
1011 surrounding eh transfer. All emergency occurrences shall be reviewed at  
1012 Liaison Committee.

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1019 SECTION 17: ASSOCIATION ACTIVITY AND BULLETIN BOARDS

1020

1021 A. No nurse shall engage in Association activities on the nurse's work time.

1022

1023 B. Representatives of the Association may enter the Hospital for the purpose of  
1024 meeting and conferring with nurses and ascertaining whether or not this  
1025 Agreement is being observed by the parties hereto, if such representatives shall  
1026 first give twenty-four (24) hours' notice of their desire to enter to the Vice  
1027 President of Patient Care and Vice President of Human Resources or their  
1028 designee with acknowledgement.

1029

1030 C. The Association may post the following types of notices on locked bulletin  
1031 boards located in each facility. (Care Center – 1<sup>st</sup> floor, Hospital – 3<sup>rd</sup> floor,  
1032 Physician Offices – time clocks) The Hospital may authorize other Hospital  
1033 groups to also use such bulletin board. The Hospital may remove any  
1034 unauthorized material placed on the bulletin board and may remove all notices  
1035 after the date of the meeting or event the same relate to:

1036

1. Association meeting notices.

1037

2. Association election notices.

1038

3. Notices of Association social affairs.

1039

4. Other information pertinent to Association activities which does not

1040 defame the Hospital or its employees or officers.

- 1041
- 1042 D. The form and posting shall be in compliance with established Hospital bulletin  
1043 board policy.
- 1044
- 1045 E. A key to the bulletin board will be available in the Human Resources Office for  
1046 local unit officers only.

1047

1048 SECTION 18: EVALUATIONS AND PERSONNEL FILES

1049

- 1050 A. Each nurse will be given a written performance evaluation upon completion of  
1051 the nurse's probationary period, and annually thereafter in November.
- 1052
- 1053 B. Evaluations will be discussed with the nurse in a private conference, away  
1054 from the work area, and while the nurse is relieved of patient care  
1055 responsibilities. The nurse will have an opportunity to insert in the evaluation  
1056 any comments about the evaluation. The nurse will acknowledge the  
1057 evaluation by signature for the sole purpose of acknowledging that the nurse  
1058 has reviewed it.
- 1059
- 1060 C. A nurse will have access to the nurse's personnel file at reasonable times, and  
1061 may review the same in the presence of the Hospital administrative personnel.
- 1062
- 1063 D. In the case of the assessment of disciplinary action against a nurse, the nurse  
1064 shall be given the opportunity to examine the nurse's personnel file and/or  
1065 other non-confidential Hospital records which provide the basis for the action,  
1066 and will, upon request, be provided copies of those matters examined in said  
1067 file and records which provide the basis for the disciplinary action or a pending  
1068 grievance.

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1074 SECTION 19: LOW CENSUS DAYS OFF

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1076 During periods of low patient census, it may be necessary to reduce staff on a short  
1077 term, temporary basis. To the extent volunteers are not readily available, if ability,  
1078 qualifications, and relevant clinical experience are equivalent, staff reductions for low  
1079 census will be allocated beginning with the least senior nurse. The Hospital will  
1080 otherwise distribute low census days off as equitably as possible among all nurses,  
1081 understanding the necessity of keeping an adequate number of nurses available at all  
1082 times with qualifications required to accommodate the patients in the Hospital.

1083

1084 Upon request by the Hospital nursing service director, the nurse may be placed on  
1085 standby call during low census time off. If on standby call, the nurse will be

1086 provided with a portable pager, if requested by the nurse. Standby call shall be  
1087 compensated for at the rate of \$2.00/hour.

1088

1089 When such employees are called out for work, they shall be compensated at the  
1090 regular rate of pay, plus the standby for the balance of the shift.

1091

1092 When a nurse stays home or is on standby call due to low census, the nurse may  
1093 elect to use accrued vacation as compensation for the time off work, and shall  
1094 accrue vacation hours as if she had worked, whether the time is paid or not. A nurse  
1095 who is on standby call due to low census may find a qualified nurse to replace her  
1096 for standby call hours. The nurse must notify the Hospital of the standby trade, and  
1097 obtain approval thereof, within one hour of notification of the low census day;  
1098 provided, however, that the substitution shall not create an overtime liability;  
1099 provided, further, that the substitution shall be for the entire standby shift.

1100

1101 When low census is taken, if a vacancy occurs later in the same week, the person  
1102 taking low census will be given preference in filling the vacancy if their experience  
1103 and ability are equal to the need.

1104

## 1105 SECTION 20: LIAISON COMMITTEE

1106

1107 A. A Liaison Committee shall be established. The committee shall consist of three  
1108 (3) representatives of the Association and three (3) representatives appointed  
1109 by the Hospital President/CEO. The group will select the chairperson of the  
1110 committee. All members of the committee shall be employed only at the  
1111 Hospital. Minutes of the meetings will be recorded, made available to the  
1112 Hospital President/CEO, and distributed to committee members. All bargaining  
1113 unit members up to three (3) shall be paid their hourly wage for attendance.

1114

1115 B. The purpose of this committee is to foster improved communications between  
1116 the Hospital and the nursing staff. The function of the committee is advisory  
1117 only.

1118

1119 C. The committee shall hold regularly scheduled monthly meetings not to exceed  
1120 one (1) hour unless agreed upon by all parties.

1121

1122 D. The objectives of the Liaison Committee shall be:

1123 1. To consider constructively, improvement in the professional practice of  
1124 nurses at the Hospital, and to make objective professional evaluation in  
1125 order to assist management and nurses.

1126

1127 2. To work constructively toward the improvement of patient care and nursing  
1128 practice.

1129

1130 3. To recommend to the Hospital ways and means to improve patient care.

1131

1132 4. To make recommendations where, in the opinion of the committee, a nurse  
1133 staffing problem exists.

1134  
1135 5. Clinical ladder and staffing acuities continue to be proper subjects for  
1136 discussion.

1137

## 1138 SECTION 21: GRIEVANCE AND ARBITRATION

1139

1140 i. Grievance Defined - A grievance is defined to be any matter involving a  
1141 violation or alleged violation of this Agreement by the Hospital as a result of  
1142 which the aggrieved nurse or nurses maintains that the nurses' rights or  
1143 privileges have been violated by reason of the Hospital's interpretation or  
1144 application of the provisions of this Agreement. Such matter shall be  
1145 exclusively resolved in accordance with the procedure herein provided.

1146

1147 ii. The grievance process shall be initiated no later than 10 ten days after the facts  
1148 or events which have given rise to the alleged contract violation.

1149

1150 iii. Effect of Time Limits - The parties agree to follow each of the grievance steps  
1151 in the processing of a grievance. If either party misses a timeline, the grievance  
1152 will be resolved in favor of the party which was in compliance with the terms  
1153 of this article. If circumstances do not allow the aggrieved employee to discuss  
1154 the grievance with the employee's immediate supervisor, the employee may go  
1155 directly to the next-in-line supervisor within the time limit provided.

1156

1157 D. Working Days - For the purpose of this Section, working days are Monday  
1158 through Friday, excluding holidays.

1159

1160 E. Responses – Electronic submissions, responses and advancements are  
1161 preferred via E-mail with delivery/read receipt

1162

1163 F. Procedure - The Hospital and the Association agree to the following procedure  
1164 of presenting and adjusting grievances which must be processed in accordance  
1165 with the following steps, time limits, and conditions:

1166

1167 1. STEP 1: The aggrieved nurse and the nurse's representative, if the nurse  
1168 desires, shall discuss the matter with the nurse's immediate  
1169 supervisor. If resolution is not reached no later than five (5) working  
1170 days following the discussion, the grievance shall, be reduced to  
1171 writing and submitted to the nurse's immediate supervisor, Vice  
1172 President of Patient Services, and to the Vice President of Human  
1173 Resources. The grievance shall be signed by the nurse or the union  
1174 representative and set forth the nature of the grievance, the remedy  
1175 sought, and shall cite the specific provision(s) of the Agreement  
1176 alleged violated.

1177

1178 No later than five (5) working days after receipt of the written  
1179 grievance, the immediate supervisor shall issue a written response to  
1180 the nurse and the Association with a copy to Vice President of  
1181 Patient Services and Vice President of Human Resources.

1182  
1183

1184 2. STEP 2: The immediate supervisor's response is final unless, the  
1185 grievance is advanced to the Vice President of Patient Care with a  
1186 copy to the Hospital's Vice President of Human Resources.  
1187 Advancement to Step 2 shall occur no later than five (5) working  
1188 days following the Step 1 response.

1189

1190 A meeting shall be held with the Vice President of Patient Care, the  
1191 Vice President of Human Resources, the nurse and the nurse's  
1192 Union representative to discuss the grievance at a time mutually  
1193 agreeable to the parties. The Vice President of Patient Care shall  
1194 issue a written response to the nurse and the Association no later  
1195 than five (5) working days after the meeting.

1196

1197 3. STEP 3: The response of the Vice President of Patient Care is final  
1198 unless, the grievance is advanced to the Hospital President/CEO no  
1199 later than five (5) working days following the Step 2 response. A  
1200 meeting shall be held with the Hospital President, the nurse and the  
1201 nurse's Union representative and any other involved parties who  
1202 may have knowledge or information that would assist in resolution  
1203 of the grievance. The Hospital President/CEO shall issue a written  
1204 response to the nurse and the Association no later than five (5)  
1205 working days following the meeting.

1206

1207 MEDIATION: If the parties are unable to resolve the dispute pursuant to the  
1208 foregoing procedure, either the Hospital or the Association may  
1209 request within five (5) days of the decision in Step 3 that the issue  
1210 be submitted to mediation in an effort to avoid arbitration. Any such  
1211 request is optional and mediation shall be non-binding unless the  
1212 parties reach mutual agreement on a compromise, in which event  
1213 the grievance will be resolved. Selection of a mediator will begin as  
1214 soon as practicably possible and will be by mutual agreement of the  
1215 parties. The expense of mediation shall be borne equally by the  
1216 parties. If mediation is requested, the time for notice of arbitration  
1217 shall be tolled until the completion of mediation.

1218

1219 ARBITRATION: If the grievance is not resolved, the Association may appeal  
1220 the grievance to arbitration by submitting written arbitration notice  
1221 to the Hospital within five (5) working days after the Step 3  
1222 response or the close of mediation. The Hospital and the Association  
1223 shall request the Federal Mediation and Conciliation Service to

- 1224 submit the names of eleven (11) arbitrators, and the parties shall  
1225 alternately strike names from the list of names until but one (1)  
1226 remains and that party shall be the arbitrator.
- 1227
- 1228 a. The arbitrator shall be notified of selection by the Hospital and  
1229 the Association requesting that a time and place be set for the  
1230 hearing, subject to the availability of the parties.
- 1231
- 1232 b. The decision of the arbitrator shall be final and binding upon the  
1233 Hospital, the Association, and the nurse. The arbitrator selected  
1234 shall be requested to render a written decision within thirty (30)  
1235 days following the arbitration hearing.
- 1236
- 1237
- 1238
- 1239 c. The arbitrator shall have no right to add to, subtract from, nullify,  
1240 ignore, or modify any of the terms of this Agreement. The  
1241 arbitrator shall consider and decide only the particular issue  
1242 presented and the decision and award shall be based solely upon  
1243 interpretation of the application of the terms of this Agreement.
- 1244
- 1245 If the matter sought to be arbitrated does not involve an  
1246 interpretation of the application of the terms or provisions of this  
1247 Agreement, the arbitrator shall so advise the parties in writing.
- 1248
- 1249 d. The expenses of the arbitrator, including fee, shall be shared  
1250 equally by the Hospital and the Association. Each party shall be  
1251 responsible for their own arbitration expenses.
- 1252
- 1253 G. Extension of Time Limits - Extension of days to answer or move a grievance  
1254 may be granted by mutual agreement.

1255

1256 **SECTION 22: DISCIPLINE AND TERMINATION**

1257

- 1258 A. Following completion of the probationary period provided in this Agreement, a  
1259 nurse shall be discharged only for just cause. Nothing herein shall limit the  
1260 Hospital's right to require employees to abide by all reasonable rules and  
1261 regulations that it may establish with respect to the conduct of their duties and  
1262 obligations as employees.
- 1263
- 1264 B. A nurse shall give the Hospital four (4) weeks written notice of intent to resign.
- 1265
- 1266 C. All terminating nurses will be expected to have an exit interview with a  
1267 representative of the Human Resources Department. This interview is  
1268 conducted to insure that the employee is informed of any terminal benefits,  
1269 insurance termination and other items that must be considered at termination.

1270 Another important purpose of the interview is to be sure that the reason for  
1271 termination is not caused by a misunderstanding or condition which could be  
1272 remedied either by the Hospital or the nurse.

1273

1274 D. In taking disciplinary action, the Hospital shall follow the principle of  
1275 progressive action directed towards the goal of correction.

1276

1277 E. Nurses will be advised of their failure to meet expected standards through the  
1278 use of verbal and written warnings.

1279

1280 F. Discipline shall be instituted within ten (10) working days of management's  
1281 knowledge of the infraction giving rise to the discipline.

1282

1283 G. A nurse may request a Union representative or member of the local unit to be  
1284 present at investigatory meetings when disciplinary action or termination may  
1285 occur or if the Hospital is proposing change(s) in the nurses' working  
1286 conditions. The nurse may request the representative who will arrange to  
1287 attend the meeting at the appointed time and on the representative's time away  
1288 from work.

1289

1290 H. Two (2) years after disciplinary warnings/counselings/coachings, a nurse may  
1291 request in writing that they be removed from nurse's personnel file or director's  
1292 file, provided that there have not been additional disciplinary  
1293 warnings/counselings/coachings of a similar nature.

## 1294 SECTION 23: STATUS AND DEFINITIONS

1295

1296 A. Probationary Nurse.

1297

1298 1. A full time registered nurse covered by this Agreement who is in the nurse's  
1299 first four (4) months of continuous employment with the Hospital.

1300

1301 2. A regular part time and part time registered nurse covered by this  
1302 Agreement who is in the nurse's first six (6) months of continuous  
1303 employment with the Hospital.

1304

1305 3. A casual registered nurse covered by the Agreement who is in the nurse's  
1306 first six months of continuous employment with the Hospital.

1307

1308 B. Full Time Nurse.

1309 A full time nurse is a registered nurse covered by this Agreement who has  
1310 completed the probationary period and is regularly scheduled 72 hours or more  
1311 per pay period.

1312

1313 C. Regular Part Time Nurse.

1314 A regular part time nurse is a registered nurse covered by this Agreement who  
1315 has completed the probationary period and regularly works at least 40, but less



1316 than 72 hours per pay period.

1317

1318 D. Part Time Nurse.

1319 A part time nurse is a registered nurse covered by this Agreement who has  
1320 completed the probationary period and regularly works at least 16, but less  
1321 than 40 hours per pay period.

1322

1323 E. Temporary Nurse.

1324 A temporary nurse is a registered nurse employed by the Hospital who is hired  
1325 for a period up to six (6) months, is so informed at the time of hire and is hired  
1326 for a specific project, vacancy, or to replace a nurse on leave or vacation.

1327

1328 F. Casual Nurse.

1329 A casual nurse will be defined as one who works on an occasional basis and is  
1330 not regularly scheduled. To maintain a casual status, a nurse must work at  
1331 least seventy two (72) hours per quarter, twenty four (24) of which must be  
1332 worked on either nights or weekends if requested by the Hospital. In areas  
1333 that utilize a scheduled "on call" system, all casual nurses will cover 3 shifts of  
1334 call in addition to their 72 hours per quarter requirement.

1335

1336 1. When it is observed that the minimum hours are not being satisfied, the RN  
1337 involved will be notified in writing that her casual status is terminated.

1338

1339

1340

1341

1342

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1345

1346

1347

1348

1349 2. A Department Director, with the agreement of the Vice President of Patient  
1350 Care Services, may approve a casual nurse's application for Special Casual  
1351 Status. The application must be made at the time of the casual status work  
1352 agreement. The Special Casual Status application must be renewed each  
1353 year by the anniversary of the agreement. The Special Casual Status will  
1354 exempt the nurse from the 72 hour plus weekend night and call language for  
1355 an arrangement in which he/she will work 288 hours during a 365 day  
1356 period. The 288 hours must include 72 hours in each of three quarters  
1357 including applicable weekend, night, and call requirements. The casual  
1358 nurse is required to maintain current status in all mandatory training and  
1359 need no follow-up orientation.

1360

1361 3. A nurse who has completed orientation and accepts casual status while

1362 actively seeking a full time position at the hospital will be eligible for benefits  
1363 as described. The nurse who works 72 hours or more per pay period for 20  
1364 pay periods in a 26 pay period year will receive a retroactive accrual of  
1365 vacation and sick hours on the 1<sup>st</sup> year anniversary of the start of the casual  
1366 employment. If the nurse works 72 hours for 10 or 13 pay periods and is  
1367 accepted into a regular full time or part time position the retroactive accrual  
1368 will be added to the plan for which the nurse becomes eligible.

1369

1370 G. Immediate Supervisor.

1371 A nurse's immediate supervisor is the nurse's department director or designee.

1372

1373 H. It is understood that a nurse will declare the nurse's status as full time, regular  
1374 part time, part time, temporary, or casual in writing upon employment and the  
1375 nurse's status shall thereafter change only upon written application for change  
1376 approved by the Hospital.

1377

#### 1378 SECTION 24: MANAGEMENT RIGHTS

1379

1380 A. The Association recognizes that right of the Hospital to operate and manage  
1381 the Hospital, including, but not limited to the right to require standards of  
1382 performance and to maintain order and efficiency, to direct employees and to  
1383 determine job assignments and working schedules, to determine the kind and  
1384 location of facilities, to determine whether the whole or any part of the  
1385 operation shall continue to operate, to select and hire employees, to promote  
1386 and transfer employees, to discipline, demote or discharge employees for just  
1387 cause, to lay off employees, and to promulgate rules, regulations and personnel  
1388 policies, provided that such rights shall not be exercised so as to violate any of  
1389 the specific provisions of this Agreement.

1390

1391 B. The parties recognize that the above statement of management responsibilities  
1392 is for illustrative purposes only and should not be construed as restrictive or  
1393 interpreted so as to exclude those prerogatives not mentioned which are  
1394 inherent to the management functions. All matters not covered by the  
1395 language of this Agreement shall be administered by the Hospital on a basis in  
1396 accordance with such policies and procedures as it from time to time shall  
1397 determine.

1398

1399

1400

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#### 1404 SECTION 25: SEPARABILITY

1405

1406 A. Every clause of the Agreement shall be deemed separable from every other  
1407 clause of the Agreement and in the event that any clause or clauses shall be

1408 finally determined to be in violation of any law by judgment or decree or any  
1409 court of competent jurisdiction, then any such clause or clauses only, to the  
1410 extent only that any may be in violation, shall be deemed unenforceable  
1411 without impairing the validity and enforceability of the rest of the Agreement.  
1412

1413  
1414 Should any article or clause, or provision of this Agreement be declared illegal  
1415 by final judgment of a court of competent jurisdiction, such invalidation of such  
1416 article, clause or provision shall not invalidate the remaining portions hereof  
1417 and such remaining portions hereof shall remain in full force and effect for the  
1418 duration of this Agreement.  
1419

1420 Any provision of this Agreement in conflict with any Federal or State law  
1421 presently in existence or becoming effective during the term of this Agreement,  
1422 shall be automatically superseded by the appropriate law.  
1423

1424 Hospital and Association agree that should either be notified that any provisions  
1425 of this Agreement is in conflict with any State or Federal statute or void  
1426 because of Court Decree, that such will notify the other thereof and will meet  
1427 within thirty (30) days to negotiate an effectual understanding with respect  
1428 thereto. Provided always that the Association will not strike and Hospital  
1429 agrees not to implement lockout practices during such negotiations.  
1430

1431 B. Captions, Titles, Paragraph Headings

1432 Captions, Titles, and Paragraph Headings throughout this Agreement are for  
1433 convenience and reference only, and shall not be deemed or held to explain,  
1434 modify, amplify, or aid in the interpretation, construction, or meaning of the  
1435 provisions of this Agreement, not to define, limit, or describe the scope or  
1436 intent of any particular paragraph.  
1437

1438 C. Completeness of Agreement

1439 The parties acknowledge that during the negotiations which resulted in this  
1440 Agreement, each had the unlimited right and opportunity to make demands and  
1441 proposals with respect to any subject matter not removed by law from the area  
1442 of collective bargaining, and that the understandings and agreements arrived at  
1443 by the parties after the exercise of that right and opportunity are set forth in  
1444 their entirety in this Agreement. Therefore, the Hospital and the Association,  
1445 for the life of this Agreement, each voluntarily and unqualifiedly waive the right  
1446 and each agree that the other shall not be obligated to bargain collectively with  
1447 the other with respect to any subject or matter not specifically referred to or  
1448 covered by this Agreement, even though such subject or matter may not have  
1449 been within the knowledge or contemplation of either or both of the parties at  
1450 the time they negotiated or signed this Agreement.  
1451

1452 D. Past Custom and Practice

1453 It is mutually understood and agreed by the parties that the Hospital is not

1454 obligated to continue past customs and practices which were in effect prior to  
1455 the signing of this Agreement.

1456

1457

1458

1459 SECTION 26: NO STRIKE OR LOCK OUT

1460

1461 A. During the term of this Agreement, no nurse shall engage in and the  
1462 Association, its officers, agents, representatives and members shall not directly  
1463 or indirectly authorize, assist, encourage, participate in or sanction any strike,  
1464 sit-down, sit-in, slow-down, cessation or stoppage or interruption of work,  
1465 boycott or other interference with the operations of the Hospital or ratify,  
1466 condone or lend support to any such conduct or action.

1467

1468 B. In addition to any other liability, remedy or right provided by law, if a strike,  
1469 sit-down, sit-in, slow-down, cessation or stoppage or interruption of work,  
1470 boycott or other interference with the operations of the Hospital occurs, the  
1471 Association shall, within twenty-four hours of a request by the Hospital:

1472

1473 1. Publicly disavow such action by the nurses.

1474

1475 2. Notify the nurses of its disapproval of such action and advise the nurses to  
1476 cease such action and return to work immediately

1477

1478 C. The Hospital will not lock out nurses during the terms of this Agreement.

1479

1480 SECTION 27: TERM OF AGREEMENT

1481

1482 A. This Agreement will become effective on the 1<sup>st</sup> day of December, 2014, and  
1483 shall continue in full force and effect until the 30<sup>th</sup> day of November, 2017.

1484

1485 B. Either party may terminate or reopen this Agreement for modification by  
1486 serving written notice on the opposite party not less than ninety (90) or more  
1487 than one hundred twenty (120) days prior to the expiration date or any  
1488 anniversary of the expiration date thereafter.

1490

1491 C. Should no accord be reached by the parties by the expiration date, the entire  
1492 Agreement shall expire on such date. The parties hereto by written agreement  
1493 may extend said period for the purpose of reaching a new Agreement.


1494

1495 D. Service shall be deemed complete on the postmarked date of all notices  
1496 submitted by mail or by E-Mail delivery receipt addressed to Vice President of  
1497 Patient Care and Vice President of Human Resources hereunder.

1498

IN WITNESS WHEREOF, we have hereunto set our hands this 11<sup>th</sup> day of September 2014.

FOR NORTHERN MONTANA HOSPITAL

By   
David C. Henry, President & CEO

FOR MONTANA NURSES ASSOCIATION

By 

Rikilynn Ross, RN  
Chair, Local Unit #12

By 

Kristin Donovan, RN

By 

Jodi Wittmer, RN

By 

Ellen Osborne, RN

By 

Amy Hauschild, RN

MNA Labor Representative





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