

**CONTRACT**

**BETWEEN**

**MONTANA NURSES ASSOCIATION  
LOCAL UNIT #15**

**AND**

**COMMUNITY MEDICAL CENTER, INC.**

**FEBRUARY 1, 2016- APRIL 30, 2020**

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## CONTRACT BETWEEN COMMUNITY MEDICAL CENTER, INC. AND MONTANA NURSES ASSOCIATION, LOCAL UNIT #15

The purpose of this Contract is to promote harmonious relations between the Medical Center and its employees, to secure efficiency in operations, and to provide methods which will further to the fullest extent possible the safety of employees, economy of operations, quality of health care, prevention of waste, and protection of life and property.

This Contract is made and entered into between Community Medical Center, Inc., Missoula, Montana, hereinafter referred to as "The Medical Center," and the Montana Nurses Association, CMC Local Unit #15, hereinafter to be referred to as the "Association," and all members of the Bargaining Unit hereinafter will be referred to as "RN(s)."

### ARTICLE I. RECOGNITION

- 1.1. The Medical Center recognizes the Montana Nurses Association as the exclusive representative for bargaining purposes of all full-time and part-time RNs, temporary per diem, and graduate RNs with the exception of management personnel, with respect to salaries, rate of pay, hours of employment, nursing practice, conditions of employment, and other benefits.
- 1.2. Upon completion of 60 days of employment, all employees covered by this agreement must, as a condition of continued employment, be a member of MNA and the local unit or, in lieu thereof, pay to the Association a representation fee in an amount lawfully determined by the Association.
- 1.3. The employer will deduct membership dues and fees from the salary of each RN who voluntarily agrees to such deduction. Authorization once filed shall be irrevocable for a period of one (1) year from the date of the signature, and such authorization shall be automatically renewed for successive periods of one (1) year, unless the RN gives written notice of the revocation to the Medical Center. Withheld amounts shall be forwarded to the Association 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.
- 1.4. Any employee who fails to comply with the foregoing provisions shall be discharged by the Medical Center no later than thirty (30) days after receipt of a written request for such discharge from the Association. Provided, however, if the affected employee complies with the provision of this article prior to actual discharge, the employee may continue in employment.
- 1.5. In the event of any discharge pursuant to the terms of this article, the Association hereby agrees to indemnify and save the Medical Center harmless from any loss as a result of such discharge.

### ARTICLE II. EQUALITY OF OPPORTUNITY / HARASSMENT-FREE WORKPLACE

- 1.1. The parties' acknowledge that the Medical Center and the Association maintain policies prohibiting unlawful discrimination that violates both state and federal law in employment related covered activities. Individual claim of unlawful discrimination are not subject to the provision of Article XI (Grievance and Arbitration) of the Agreement and may not be processed and pursued, by the Association or by an individual employee, pursuant to Article XI. Nothing in this provision prevents an employee, the Medical Center, or the Association from filing or contesting a claim of discrimination in an appropriate forum.

- 1.2. Harassment based upon any of the above-listed protections, including sexual harassment, of RNs by Directors/Managers, RNs, co-workers, patients, staff members, visitors, or vendors will not be tolerated. Sexual harassment consists of unwelcome sexual advances, requests for favors, and other verbal or physical conduct of a sexual nature, if:
  - a) Submission to the conduct is made a term or condition of employment.
  - b) Submission to, or rejection of the conduct is used as the basis of any employment related decision.
  - c) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile work environment.
- 1.3. Any RN who is subject to or witnesses any possible violation of this Article must report such conduct in to his/her Director/Manager. If the RN is uncomfortable with speaking to his/her Director/Manager, the complaint may be taken to the Chief Nursing Officer, Director of Human Resources, Executive Vice President or President.
- 2.4. The Medical Center and Association agree harassment or abusive treatment of any employee or the Medical Center on any basis is prohibited. This includes, but is not limited to, conduct or behavior that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, bullying, or offensive work environment.

### ARTICLE III. MUTUAL RESPONSIBILITIES

- 3.1. The Medical Center and Association recognize that the Medical Center maintains all traditional responsibility and authority to manage the Medical Center.
- 3.2. In the exercise of their rights and responsibility, the Medical Center and Association recognize the responsibilities of the RNs to their practice and to the patients.
- 3.3. The parties to this Contract agree that the right to manage the Medical Center's operations shall remain in the Board of Directors and shall not be impaired so long as the exercise of these rights does not conflict with the provisions of the Contract. The Medical Center may from time to time establish, change and/or withdraw work and safety policies and rules, which do not violate any of the terms and conditions of this Contract. The Medical Center will provide the Association with copies of such policies and rules (or any changes) at least ten (10) business days prior to implementation unless earlier implementation is mandated by law. Any disputes shall be resolved through the Grievance Procedures, with the MNA to file at Step Two. The grievance must be filed no later than fifteen (15) business days after the implementation date.

## ARTICLE IV. PROFESSIONAL RIGHTS

- 4.1. It is a professional RN's right to refuse a transfer requiring acceptance of sole responsibility in an area in which the RN feels incompetent without prior, adequate orientation. If willing to transfer to another area for an indefinite period, the RN shall be offered the opportunity to be adequately oriented.
- 4.2. A new graduate RN may not be scheduled in an area to be solely responsible for patient's welfare until State licensure is in effect.
- 4.3. RNs shall be provided a copy of his/her personnel file at their request. RNs may request documents created within his or her personal file during the most recent twenty-four (24) months at no cost. However, if a RN requests personnel records beyond the most recent twenty-four months, a fee of fifteen dollars (\$15.00) will be required. The Medical Center shall make a copy within five (5) business days of the request.
- 4.4. By advance written notice, authorized representatives of the RNs bargaining unit shall be permitted to enter the Medical Center for the purpose of transacting Association business and observing conditions under which RNs are employed. Upon arrival, the representative shall notify the Chief Nursing Officer of the intent to transact business and shall advise as to which department shall be visited. Such visits shall not interfere with an RN's performance of work.
- 4.5. The Association shall furnish an encased bulletin board, not to exceed 24" x 36", in each clinical department for the use of the Local Unit only. This bulletin board will be placed in a non-public area. If the Local Unit bulletin board is moved, the Medical Center will notify local unit officers.
- 4.6. RN negotiators can choose to take an absent or PAL day, in order to attend negotiations upon notice to the Medical Center Supervisor. RN negotiators should attempt to trade scheduled days prior to contacting the Medical Center Supervisor.
- 4.7. The parties agree that all matters relating to the practice of Nursing for the employee will be in accordance with the Montana Nurse Practice Act. The sources for department specific standards of care will be available on the Medical Center's intranet.
- 4.8. The Association, on behalf of its members, agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care. The RN shall act to safeguard the patient when his/her care and safety are affected. It shall be the RN's duty to promptly relate to his/her Director/Manager, or other appropriate designee (house supervisor) any problem, which relates to the care and safety of patients. The Director/Manager and/or house supervisor will provide advice or take other necessary steps to remedy the situation. If the issue is not remedied through the aforementioned process, the issue may be taken up in the Professional Conference Committee.
- 4.9. It is the responsibility of the RN to immediately inform the Medical Center if any State Board of Nursing or similar agency or authority notifies the RN that action may be taken to restrict, suspend or revoke the RN's license.
- 4.10. The Medical Center promotes safe and effective nursing practice in the interest of protecting the public health and welfare. The Medical Center recognizes the professional responsibility of RNs to accept or decline overtime assignments based on their self-assessment of ability to provide safe care.

## ARTICLE V. DEFINITION OF HOURS WORKED

### Eight (8) Hour Shifts

- 5.1. The regularly scheduled work period of a full-time RN shall be ten (10), eight (8) hour days totaling eighty (80) hours in a fourteen (14) day pay period or five (5), eight (8) hour days totaling forty (40) hours in a seven (7) day pay period.
- 5.2. For those full time RNs on a ten (10), eight (8) hour day totaling eighty (80) hours in a fourteen (14) day period classification of overtime will be paid at one and one-half (1 ½) times the regular rate for hours worked in excess of eight (8) hours in one day and in excess of eighty (80) hours worked in the fourteen (14) day period. For those eight (8) hour shift RNs on a forty (40) hour week, scheduled overtime will be paid for all hours worked in excess of forty (40) hours in a seven (7) day period.
- 5.3. If a RN is requested by the Medical Center to work a 7-3 shift following a 3-11 shift, the 7-3 shall be paid at the overtime rate. If the RN is requested by the Medical Center to work a 3-11 shift following an 11-7 shift, the 3-11 shifts shall be paid at the overtime rate. If a RN is requested by the Medical Center to work an 11-7 shift following working a 7-3 shift the 11-7 shift shall be paid at the overtime rate.
- 5.4. A fifteen (15) minute rest period for each four (4) hour period worked will be allowed for each RN and considered as time worked.

### Ten (10) Hour Shifts

- 5.5. The regularly scheduled work period for a full-time RN on ten (10) hour shifts shall be four (4), ten (10) hour shifts in a seven (7) day work week.
- 5.6. For those full time RN's on a ten (10) hour day totaling forty (40) hours in a seven (7) day period classification of overtime will be paid at one and one-half (1 ½) times the regular rate for hours worked in excess of ten (10) hours in one day and in excess of forty (40) hours worked in the seven (7) day period.
- 5.7. A fifteen (15) minute paid rest period for each four (4) hour period worked will be allowed for each RN and considered as time worked.

### Twelve (12) Hour Shifts (For RNs Hired Prior To September 30, 1994)

- 5.8. When the Medical Center and individual RN or the Medical Center and working unit of RNs have agreed that a RN or RNs will work twelve (12) hour shifts, the shifts cannot be changed without mutual consent.
- 5.9. Full-time RNs working twelve (12) hour shifts may be scheduled to rotate four (4) hour shifts when necessary. Full-time RNs will be considered first for rotation of four (4) hour shifts. Four (4) hour shifts will not be created beyond the minimum required for coverage of scheduled Personal Allowable Leave (PAL) time, unanticipated resignations or terminations, Leave of Absences (LOAs) or Long Term Illness (LTI), or when eight (8) hour and twelve (12) hour shifts are combined within a department.
- 5.10. A fifteen (15) minute paid rest period for each four (4) hour period worked will be allowed for each RN and considered as time worked.



### **Thirty-six (36) hour work/forty (40) hour benefit (full time RNs only)**

- 5.11. Full-time RNs who work three (3) twelve (12) hour shifts in a week shall be considered to be working a forty (40) hour work week for the purpose of wages, overtime, and accrual of benefits. Such RNs shall be paid a minimum of forty (40) hours per week.
- 5.12. In order to complete a forty (40) hour work week, full-time RNs who work three (3) shifts per week are required to attend unit meetings, education in-services, or have pre-scheduled hours assigned for project work outside of his/her regular shifts hours, not exceeding a total of forty (40) hours per work week. Further, shift work in excess of twelve and one half (12 ½) hours per day shall not accrue additional wages, overtime, or benefits until the total of hours worked or in required meetings in any week exceeds forty (40) hours.
- 5.13. Full-time RNs working twelve (12) hour shifts who do not work his/her FTE due to on-call or low census will be compensated for actual hours worked, plus Call Pay, plus four (4) hours.
- 5.14. RNs may choose to waive permanently the right to be considered working under Article V., Section 5.8-5.14 of the Contract. If waived the RN will fall under Article V Section 5.15-5.19

### **Twelve (12) Hour Worked Shifts (For RNs Hired After September 30, 1994)**

- 5.15. Full time RNs working twelve (12) hour shifts may be scheduled to rotate four (4) hour shifts when necessary. Four (4) hour shifts will not be created beyond the minimum required for coverage of scheduled PAL time, unanticipated resignations, or terminations, LOAs or LTI, or when eight (8) hour and twelve (12) hour shifts are combined within a department.
- 5.16. A fifteen (15) minute paid rest period for each four (4) hour period worked will be allowed each RN and considered as time worked.

### **Thirty-six (36) hour work/forty (40) hour benefit (full-time RNs only)**

- 5.17. Full-time RNs who work three (3) twelve (12) hour shifts in a week shall be considered to be working a forty (40) hour work week for the purpose of accrual of benefits. Such RNs shall be paid thirty-six (36) hours per week.
- 5.18. In order to complete a forty (40) hour work week, full-time RNs who work three (3) shifts per week may be required to attend unit meetings and education in-services outside of his/her regular shift hours, not exceeding a total of forty (40) hours per work week.
- 5.19. Overtime at the rate of one and one-half (1 ½) times the regular rate for hours worked will be paid after forty (40) hours of work in a seven (7) day period.

### **Part-time twelve (12) hour shifts:**

- 5.20. Overtime at the rate of one and one-half (1 ½) times the regular rate for hours worked will be paid after forty (40) hours of work in a seven (7) day period.

## Work Rules for All Shifts

- 5.21. A thirty (30) minute uninterrupted, unpaid meal period shall be provided; in the event an RN is unable to be relieved of his/her duties the RN will be paid. Each nurse whose lunch is interrupted shall promptly report the interruption to the charge nurse so that lunch can be rescheduled at another time.
- 5.22. Time schedules shall be posted at least two (2) weeks in advance for a six (6) week period.
- 5.23. There will be no split shifts except by written agreement between the RN and the Medical Center.
- 5.24. No RN shall be required to rotate shifts except upon mutual written agreement between the RN and the Medical Center.
- 5.25. All overtime or any time worked beyond the scheduled end of the RN's shift must be communicated to the House Supervisor or clinical manager (via telephone or beeper) by the affected RN or by the Charge Nurse for that department as soon as possible. This clause is intended for staffing purposes only.
- 5.26. Overtime does not accrue towards additional overtime. Examples include, but are not limited to, the following: holiday, double-back, extra weekend. There shall be no pyramiding or duplication of overtime pay or premium pay under any circumstances, nor will the same hours be counted twice, directly or indirectly, for any overtime purpose. Thus, when a RN is eligible for two (2) or more types of time and one-half (1 ½), the RN will only receive time and one-half (1 ½).
- 5.27. Full or part-time RNs shall not be required to work more than every other weekend, namely Saturday and Sunday on 7-3 and 3-11 and Friday and Saturday on 11-7 except by written RN request. If a RN is requested and agrees to work consecutive weekends, the RN shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for the additional weekends worked. RNs who request assignment of duty which include weekend assignments will not receive additional pay. Full time RNs shall not be scheduled more than six (6) consecutive days of work without a day off during the work period unless by RN's so request in writing.
- 5.28. If a RN reports for work on a regular scheduled shift and is sent home for lack of work, or if a RN is asked to report, and reports and is then sent home, the RN shall receive a minimum of two (2) hours pay. However, the RN may be required to work the two (2) hours or may waive (in whole or in part) the two (2) hours and be relieved of duty.
- 5.29. RNs not on-call shall be paid for the hours worked or a minimum of six (6) hours, if called to work after the shift has begun.
- 5.30. RNs who are required to testify in court on behalf of the Medical Center will receive his/her regular rate of pay for all time they are required to be away from assigned work by such giving of testimony. This time will be counted as hours worked in computing overtime.
- 5.31. RNs that are summoned and report for Jury Duty on a District or Federal Court jury shall be paid at his/her regular rate of pay for their regular scheduled days, not to exceed twenty (20) working days until Jury Duty ends.
- 5.32. To be eligible for such compensation, RNs shall (a) notify the Medical Center at least three (3) days in advance and must present a written statement from appropriate court official; (b) reimburse the Medical Center for jury duty pay received within ten (10) days of the receipt of such payment. Such reimbursement shall exclude any travel, lodging and meal monies paid to the RNs.

- 5.33. Current existing start-up times shall be maintained. Shift start-up times shall be whatever is stated in job bids and can only be changed by mutual written agreement between the Medical Center and the affected RN. If mutual agreement is not attained regarding new shift start times, refer to Article IX, Section 9.3.
- 5.34. Scheduled shifts and/or days off may be exchanged if a written request is submitted and approved by the appropriate Director/Manager seventy-two (72) hours in advance. Exchanges may not result in overtime.
- 5.35. Off-duty RNs are required to respond to only an actual disaster and not to any disaster or emergency preparedness drill.
- 5.36. There shall be no posting or hiring of bids that have both contracted and non-contracted status within the same position. RN's may hold more than one contract status bid and each accepted bid must fill all requirements defined in this agreement, including but not limited to weekend requirement. Add-on postings take into account the weekend requirements of the original bid and do not have an additional weekend requirement.

## ARTICLE VI. PREMIUM PAY, SHIFT DIFFERENTIALS AND LOW CENSUS

- 6.1. Shift differential applies for any hours worked in a differential time period as follows:
  - a) Day shift shall be: 0700- 1530
  - b) Evening shift shall be: 1500- 2330
  - c) Night shift shall be: 2300– 0730
  - d) Weekend shift shall be: Friday 1900 – Sunday 1900
- 6.2. By mutual agreement between the Medical Center and the RNs affected, the workday may be longer or shorter than eight (8) hours or may vary from the previously defined shifts. The shift differential shall apply as above. This language applies to shift differential pay only.
- 6.3. RNs hired to work less than eight (8) hour shifts shall not be used to meet staffing needs in any department when other RNs are taking voluntary low census days and could be asked to float, assuming each has oriented to said department.
- 6.4. A shift differential of one dollar and fifty cents (\$1.50) per hour for evenings, three dollars (\$3.00) per hour for nights, and two dollars (\$2.00) per hour for weekends shall be paid under the provisions stated in Article V, Definitions of Hours Worked.
- 6.5. Any staff RN who functions as a charge RN for one or more shifts shall be paid an additional two dollars (\$2.00) per hour.
- 6.6. Any staff RN who temporarily functions as a House Supervisor or department Director/Manager shall be placed at the appropriate band assignment for that period of time.

- 6.7. Certification is recognized as a mechanism to assure various publics that an individual has mastered a body of knowledge and acquired skill in a particular specialty. In order to encourage RNs to pursue certification in their specialty, effective July 1, 2001, RNs who obtain and maintain current certification as recognized by the American Nurses Association and/or National Commission for Certifying Agencies (NCCA) shall be paid an additional two dollars (\$2.00) per hour when the certification is directly applicable to their home department in which they are regularly scheduled. For example, RNs working in the Emergency Department (ED) will be eligible for certification pay for CEN certification. Only one certification will be recognized for compensation per individual RN. Resource Pool RNs may use certification pay for any department to which they are oriented.
- 6.8. RN's re RNs receiving the two dollar (\$2.00) per hour certification pay in their current home department and who are awarded a position to which the former certification pay is not applicable, will continue to receive that certification pay until they have worked a sufficient number of hours to become certified in the new department. For example: If an RN currently working in the Emergency Department, receiving certification pay for CEN is awarded a position in the Med/Surg Department, the RN will continue to receive the two dollar (\$2.00) CEN certification pay until 2000 hours are worked in the Med/Surg Department and thereby becomes eligible for certification in Medical Surgical Nursing.
- 6.9. Certification pay will end immediately if:
- 6.9.1. The RN does not become certified in the new department after working the number of hours required for certification in the new department, as of the first certification examination date following the date on which the RN has worked the minimum number of hours required for certification or by a date otherwise established by CMC;
  - 6.9.2. The RN leaves the new department before working the number of hours required for certification in the new department (for example, if the RN bids into another department); or
  - 6.9.3. The RN fails to pass the exam for the new department. If the exam is passed at a later date, the certification pay will be reinstated.
- 6.10. Periodically, when the RN re-certifies the Medical Center's recognized national certification, they will present the relevant documentation to Human Resources. It is the RN's responsibility to present the updated documentation to Human Resources; if a RN fails to present relevant documentation to Human Resources by recertification expiration date certification pay will cease. Once the re-certification is received by Human Resources certification pay will resume upon the first day of the next full pay period following notification.
- 6.11. Any RN who becomes certified in the Medical Center's recognized national certification will present relevant documentation to Human Resources. Certification pay will begin the first pay period following notification. Prior to any nurse obtaining a certification not listed in this article, the nurse agrees to obtain pre-approval from HR and through PCC.

## Unit-Specific Certifications Recognized for Certification Compensation

- 1) Bridges CCRN (Certified Rehabilitation Registered Nurse)
- 2) Cardiology RCIS (Registered Cardiovascular Invasive Specialist); CVN (Cardiac Vascular Nurse)
- 3) Diabetes & Nutrition Center NDE (Nurse Diabetic Educator)
- 4) Emergency Department CEN (Certified Emergency Nurse);
- 5) Endoscopy CGRN (Certified Gastroenterology Registered Nurse)
- 6) Community Physician Group (CPG) ACNC (Ambulatory Care Nursing Certification)
- 7) HCBS CCM (Certified Case Manager)
- 8) ICCU CCRN (Critical Care Registered Nurse)
- 9) Med/Surg Department & Oncology RN/C (RN with a Medical Surgical Specialty)
- 10) Mother/Baby L&D RN/C (RN with a Maternal Newborn Specialty); IOBN (Inpatient Obstetrical Nurse)
- 11) Lactation IBCLC (International Board Certified Lactation Consultant)
- 12) NICU NICN (Neonatal Intensive Care Nursing); LRNN (Low Risk Neonatal Nursing); CCRN (Neonatal)
- 13) Orthopedics NAON (Nationally Accredited Orthopedics Nurse)
- 14) OP Surgery & Pre-Admit CAPA (Certified Ambulatory Perianesthesia Nurse)
- 15) PACU CPAN (Certified Perianesthesia Nurse); CAPA (Certified Ambulatory Perianesthesia Nurse);
- 16) Pediatrics CPN (Certified Pediatric Nurse); RN/C (RN with a Pediatrics Specialty)
- 17) Radiology CRN (Certified Radiology Nurse)
- 18) RNU CRRN (Certified Rehabilitation Registered Nurse)
- 19) Special Procedures CAPA (Certified Ambulatory Perianesthesia Nurse); CCRN (Critical Care Registered Nurse)
- 20) Surgical Services CNOR (Certified Nurse for the Operating Room)
- 21) Wound Care CWOCN (Certified Wound/Ostomy/Continence Nurse)
- 22) Referral Center ACNC (Ambulatory Care Nursing Certification)
- 23) Cancer Center OCN (Oncology Certified Nurse)

- 6.12. All RNs must have and maintain current BLS. Department specific advanced education requirements are considered a condition of employment in the RN's respective home departments and should be obtained within six (6) months of bid assumption or as soon as offered (See *Department Job Descriptions*). Resource Pool RNs must have and maintain current Advanced Cardiac Life Support (ACLS) – Resource Pool RNs that float to PEDS and/or ER must have and maintain PALS. Except in NICU and PEDS, all charge RNs must have and maintain ACLS.
- 6.13. Effective October 1, 2000, additional twenty cents (\$0.20) per hour certification pay for ACLS, PALS, and Neonatal resuscitation will be discontinued. However, effective October 1, 2000, any RN currently receiving twenty cents (\$0.20) per hour certification pay for ACLS, PALS, and Neonatal Resuscitation Certification will continue to receive such as long as the certification remains current.

## On-Call Pay

- 6.14. RNs who are assigned the responsibility for being available to be called to work during a specified period will be designated as on-call RNs. On-call RNs must be at work within forty-five (45) (Regular Call) or for Scheduled Call twenty (20) minutes (OR, designated as C-Section back-up or Cath Lab call) of being contacted to respond to call with consideration given to safe travel time and weather conditions allowing. Contact with the Medical Center must be maintained by telephone or Medical Center provided beeper. RNs accepting on-call and failing to respond at all, i.e. not answering beeper/phone, or not coming to work after being called I, will forfeit the on-call pay and may be subject to discipline up to and including termination.
- 6.15. The Charge RN or Staffing Office will make note what time they called the RN in and what time the RN arrived at the Medical Center, per the time clock. If the RN does not arrive at the Medical Center by the appropriate twenty (20) or forty-five (45) minute response time, the RN will forfeit the on-call pay.
- 6.16. The "on-call" period for regular weekdays and weekends shall begin one-half (1/2) hour prior to shift start and end one-half hour prior to shift ending as defined in this Contract. RNs shall be paid as follows:
- a) Regular Call (45 minute response time): 4 hours= \$20.00; 6 hours= \$30.00; 8 hours= \$40.00; 12 hours= \$45.00; 16 hours= \$50.00; 24 hours= \$54.00.
  - b) Scheduled Call (20 minute response time): 4 hours= \$20.00; 8 hours= \$40.00; 12 hours= \$54.00; 16 hours= \$72.00; 24 hours= \$108.00.
- 6.17. Any RN exceeding an eight (8) hour on-call shift will be paid at a twelve (12) or sixteen (16) hour on-call shift rate as appropriate. Any RN exceeding a sixteen (16) hour on-call shift will be paid at a twenty-four (24) hour on-call rate.
- 6.18. In addition, RNs called in will be paid a minimum of two (2) hours at his/her regular rate for each time they are called back to work while working on call.
- 6.19. On-call RNs will be paid applicable shift differential for worked hours.
- 6.20. Any RN asked to work a previously unscheduled shift (as defined in Article VI, Section 6.53), that is not a critical shift, shall be paid an additional four dollars (\$4.00) per hour for hours worked for that shift. A shift is defined as a minimum of four (4) hours. This does not apply to TPD staff.

- 6.21. Critical Shift: Any RN who works a “previously unscheduled shift” on My Choice that management determines to be a critical shift will receive two times the regular rate of pay. The two times the rate of pay is in lieu of the four dollar per hour bonus pay for working a previously unscheduled shift. TPD statuses are eligible for critical shifts per management’s discretion. Critical shift criteria will be developed by mutual agreement.
- 6.22. Shift Extension: Shifts extended by more than twelve and one-half (12.5) hours by management will be paid at one and one-half (1 ½) times the regular rate of pay for continuous hours worked in excess of the twelve and one-half (12.5) hours. Shift Extensions are capped at sixteen (16) hours.
- 6.23. For all RNs in OR/Specials/Transports/Cath Lab/C-Section Staff/PACU the call-back hours will be compensated at double time between the hours of midnight and seven (7:00) A.M (the RN must be on-call to receive this benefit). It is the intent of both parties to insure that staff is relieved as soon as the schedule can be safely staffed.
- 6.24. The Innovative Call RN, which is a bid in each of the OR and PACU units, will be scheduled seven (7) twelve (12) hour shifts, Sunday 1900 through Friday 0700. This position will serve as the first call for surgical services relief after hours.
- 6.24.1. RNs in this position will be paid a minimum of forty (40) hours per week at their base rate of pay. Overtime will be paid on actual hours worked above forty (40) hours in a work week. Applicable shift differential and overtime will be paid for all hours worked and as defined by the current collective bargaining agreement. Applicable certification pay will be maintained for all hours the Innovative Call RN is paid.
- 6.24.2. The Innovative Call RN is exempt from receiving double time for any hours worked between the hours of midnight to 0700. Additionally, the RN holding this bid is exempt from the weekly call rotation but will rotate through the holiday call rotation. Actual hours worked on a holiday will be paid at time and one-half (1 ½) and the Innovative Call RN will not be required to use PAL time to equal eight (8) hours on holidays.

## Transport Services

- 6.25. RNs on transport services will be given a fifty dollar (\$50.00) bonus and paid double (2x) time for all transport hours. Shift differential shall apply as per contract. When a RN is scheduled for transport call, they shall not be floated until all other options have been exhausted.
- 6.26. The Medical Center will provide term life insurance coverage in the amount of two hundred twenty-five thousand dollars (\$225,000). This shall be payable in the event of a transport related death.
- 6.27. Overnight trips: Refer to the Travel and Entertainment Expense Reporting policy AD5021.
- 6.28. All RNs who do transport will have additional mandatory training in transport-related clinical and safety skills.
- 6.29. Management shall attempt to replace NICU staff taken from core staff as soon as possible.
- 6.30. To the extent that any of these provisions in Article VI, Section 6.25-6.30 conflict with any other provision of this contract, the provisions of Section 6.25-6.30 shall take precedence.



## Low Census Day

- 6.31. Mandatory (or voluntary) Low Census days will be rotated taking into account patient needs and staffing qualifications. When instances of conflicting rotation occur, seniority is a deciding factor.
- a) The seniority list is kept in the staffing office and will be updated and seniority hours adjusted.
  - b) New RNs will be added to the list as hired. When the list is updated previous low census days taken will be retained.
  - c) Cancellation will be in the following order:
    1. Overtime.
    2. RNs with a low unit census (given option to float, be on-call, or get an absent day, based on unit and/or house wide need).
    3. Wish List (based on Unit need).
    4. Any RN working over their bid
    5. TPD
    6. Flex bids (flexed down to lowest bid status).
    7. Rotation.
    8. By seniority.
- 6.32. Voluntary low census days taken will count as a mandatory turn.
- 6.33. RNs may elect to utilize accumulated PAL hours for low census days. This also will be counted as fulfilling their turn.

## Absent Day and Wish List:

- 6.34. Staff may request low census days by placing their name on the Wish List outside the Staffing Office no sooner than one week before the requested low census (Absent day) or on-call.
- 6.35. Requests will be taken on a "first come, first served" basis. Staff on the list for consecutive shifts and given an low census day (LCD), will only receive a consecutive one if no one else scheduled in their department requests one (based upon unit and/or house-wide staffing needs).
- 6.36. Low census days will be granted only if replacement staff is not necessary, taking into account staffing qualifications needed.
- 6.37. If an RN has his/her name on the wish list but his/her home unit has a high census (and needs all of its regularly scheduled staff that shift) the RN will not be granted the low census day unless another RN who is working in a department with a low census requests not to have a mandatory low census day, that RN may float into the department where the RN is on the wish list, taking staffing qualifications and cross-training into account. Float Language will apply as stated in Article VII, Section 7.23.
- 6.38. TPD staff scheduled to work will be given mandatory Low Census Days (LCD) before RNs with status, regularly assigned to a specific department.
- 6.39. On-call days fulfill a turn in taking Low Census Day if fifty percent (50%) or more of shift is not worked.



- 6.40. There will be a limit of one (1) mandatory LCD per RN per every three (3) weeks.
- 6.41. If LCD's related to decreased census continue for six (6) weeks the Association may request to meet with the Medical Center to discuss layoffs.
- 6.42. Director/Manager/House Supervisor will not replace an RN who is on a mandatory LCD. Float will be used before House Supervisor and Directors/Managers when possible.
- 6.43. RNs in orientation are excluded from low census days. If no preceptor or appropriate educational opportunities for the Orienteer are available the Orienteer will be given a low census day and rescheduled for orientation day.
- 6.44. RNs shall receive a minimum of one (1) hour pay for mandatory meetings if a mandatory meeting is less than one (1) hour, and hour-for-hour from that point forward.
- 6.45. Whenever possible, there will not be fewer RNs than LPNs on any unit or shift. A majority of nursing staff in the Resource Pool will be RNs.
- 6.46. Following the discretion of the charge RN and the House Supervisor, no RN will be the sole individual staffing any unit at any given time.

### Float Language

- 6.47. All RN positions will be required to float, (excluding Physician Practices RN at the discretion of the Practice Manager, Emergency Department, Surgical Services, Oncology, Referral Center, and Lactation). RNs will be cross-trained to float to, but not limited to, one (1) unit outside of their home department. An RN may request in writing to the department director, the opportunity to cross-train to additional units as census, house wide productivity, and acuity allow. The requirements in Section VII, will prevail for TPD RNs. RNs holding a float bid must fulfill the floating requirements of their job bid. RNs, who have previously floated to a unit, may be required to float to meet the staffing needs of the Medical Center, regardless of their mandatory float unit. Float rotation (turns) will prevail whenever possible. RNs floating to a particular unit shall be responsible for being familiar with the layout of the unit, patient assessment, basic planning and evaluation of care, and patient education in that unit – patient assessment, basic planning and evaluation of care, and patient education in that unit. Whenever possible, non-float pool RNs will not be the sole RN on a unit. Whenever an appropriate floating opportunity arises a RN will receive cross-training to the mandatory unit before a low census day is given, this will be determined at the discretion of the House Supervisor. Floating activity will be a standing agenda item at every PCC meeting held to determine effectiveness.
- 6.48. Upon successful completion of orientation to bidded unit, the RN will be cross-trained to at least one additional unit for the purpose of floating. Upon successful orientation of at least one additional unit, it is the responsibility of the RN to maintain their skills in all subsequent units. If the RN has not floated to their additional unit(s) for three (3) months, they must notify the House Supervisor in writing of the need to float. RN's who have notified the House Supervisor but were not permitted to float will not be subject to disciplinary action. New graduates and training bids will be oriented to at least one other unit within six (6) months of successful completion of their orientation and will not be given a mandatory or voluntary low census day or on call until he/she is cross trained to at least one other unit outside of their home department.

- 6.49. Any RN who works a “previously unscheduled shift” on My Choice shall receive a \$4/hour bonus pay for the hours worked. For example, if the RN works an entire extra 12-hour shift, the payout will be \$48.00. If the RN is into overtime for the extra shift, \$4/hour will not be added to the RNs hourly wage with overtime pay on top of that. It is only paid out as an extra “bonus” for the hours worked.
- 6.50. A previously unscheduled shift on My Choice is defined as follows:
- a) Any new shift that is posted on My Choice after the schedule is posted and has begun the 4-week cycle.
  - b) Any open shift on My Choice that has not been filled within 48 hours of that shift beginning.
- 6.51. When an RN requests a shift in My Choice, the shift shall be awarded by the unit Director/Manager according to the following:
- a) Meet commitment/ qualifications needed/ special skill
  - b) Distribution (i.e. if two RNs request the same shift and all of the above is met, the shift will be awarded based on the number of shifts already awarded to the RN. There will be no limitations as to requesting an opposite shift from the RNs bid.)
- 6.52. Once a shift is awarded to a qualified RN, the shift cannot be un-awarded without a discussion with that RN.
- 6.53. When a RN is awarded a shift on My Choice, if there is a float need, that nurse will be the first selected to float, if qualified.

## ARTICLE VII. CLASSIFICATION OF NURSES

- 7.1. Probationary RNs are all those in the first six (6) months of their employment. Upon satisfactory completion of ninety (90) calendar days the RN shall be granted seniority dating from commencement of current employment. RNs do participate in fringe benefits provided for in this Contract unless specifically excluded in the provisions for those benefits. Probationary RNs may be disciplined (up to and including termination) during this period at the Medical Center’s sole discretion and without recourse to the grievance procedure.
- 7.2. Employment Status - An RN’s full-time equivalent status (FTE) is derived from the average number of hours worked in a pay period.

**Table 1**

STATUS	REGULARLY SCHEDULED HOURS IN 40-HOUR WORK WEEK	REGULARLY SCHEDULED HOURS IN 80-HOUR WORK WEEK
1.0	40	80
.8	30-39	60-79
.6	20-29	40-59
.4	16-19	32-39
.2	0-15	0-31

*The above Table reflects FTE status for every bid other than twelve (12) hour shifts.*

- 7.3. Full time RNs are all those who regularly work a scheduled eighty (80) hours in a bi-weekly fourteen (14) day pay period or RNs who are regularly scheduled forty (40) hours in a seven (7) day period. They will be entitled to all benefits engendered by this Contract based on his/her status or hours worked.
- 7.4. Regular part-time RNs are those who are regularly scheduled to work less than eighty (80) hours in a bi-weekly fourteen (14) day pay period or less than forty (40) hours in a seven (7) day period. These RNs shall be entitled to prorated benefits based upon his/her specified (FTE) employment status. Employment status .2 FTE or below shall not receive benefits.
- 7.5. Flex Status represents fixed status for benefit accrual, but scheduled to highest flex and can be flexed down to lowest portion of the bid when census dictates less hours, i.e., .4 - .6 flex, benefit accrual based on .6, but hours may be reduced to .4 as needed. The differential between the maximum and minimum status of the flex bid cannot exceed .2, for example .4 - .6 flex, etc. Applies to bids hired after February 1, 2008.

### TPD RN's

- 7.6. TPD RN: Temporary Per Diem RNs are supplemental to CORE staffing and will not be used to replace regularly scheduled staff with bidded positions.
- 7.7. TPD RNs shall be placed on the WAGE scale and acquire seniority according to accumulated hours worked at the Medical Center. Such RNs shall not be entitled to benefits, excluding seniority, but shall be paid premium pay in lieu of benefits.
- 7.8. All TPD positions will be bid positions as determined by management. TPD staff is not guaranteed any definite number of hours or shifts. TPD positions will be awarded based on qualifications then seniority. TPD staff is required to have successfully passed and maintained annual competencies and any department specific advanced educational requirements. RNs are required to stay current on unit and organizational changes through already established communication avenues.
- 7.9. TPD I RNs will be paid four dollars (\$4.00) per hour premium pay and will be required to the following obligation:
  - a) Minimum of 216 hours per three months inclusive of the following:
    - 1) One (1) weekend per schedule which could be any two (2) shifts from Friday evening to Sunday night, if needed.
    - 2) Two (2) holidays per year to include one (1) winter and one (1) summer holiday. Holidays will rotate. Unless TPD is willing to work only nights, at least one quarter of shifts must be evening shift
- 7.10. TPD II is defined as TPD RNs who do not meet the above requirements for premium pay. TPD II must work 120 hours in six (6) months. TPD II RNs must maintain qualifications and competencies to work. TPD II RNs will be paid a differential of one dollar and seventy-five (\$1.75) per hour base pay and appropriate shift differential.
- 7.11. Evaluation of compliance with TPD I requirements will occur every three months.
- 7.12. Evaluation of compliance with TPD II will occur every 6 months. The six month compliance will be evaluated for the period October 1-March 30 and April 1-September 30.

- 7.13. Staff failing to meet TPD I status within a three-month timeframe will revert to TPD II status. TPD II staff meeting requirements for TPD I status may request to change to TPD I status. Failure to meet TPD status requirements in six (6) months shall be considered a voluntary resignation from employment from the Medical Center. Notice of intent will be sent to the RN before the actual termination date.
- 7.14. TPD RNs may be canceled when necessary before regularly scheduled staff. Scheduled/or available shifts canceled due to low census shall be counted as shifts worked for the purpose of meeting TPD requirements.
- 7.15. TPD staff may be floated to units before regularly scheduled staff without prior notification and must be oriented to a minimum of two (2) units.
- 7.16. Overtime: TPD RNs shall be considered twelve and one half (12 ½) hour shift employees, with overtime accrued according to scheduled shifts as appropriate to twelve and one half (12 ½) hour overtime-time classification. TPD staff may work for regularly scheduled staff when obligations have been fulfilled and no overtime is accrued. Regular staff may not request TPD staff to work for them prior to posting of schedule. They will be paid at their basic Medical Center determined rate without premium pay. Trades are not counted toward fulfilling contract obligations. During prime time, trades will not be approved, until staffing is completed for upcoming shifts.
- 7.17. The TPD RN will be required to bid on the number of shifts in My Choice in order to maintain their status.
- 7.18. Scheduled availability requires contact with the staffing office or Director/Manager (for areas with closed staffing) prior to shift start time.
- 7.19. TPD OR/PACU RNs who do not take weekend or holiday call shall be classified as TPD II status. TPD I RNs in departments with scheduled call will be available to take one weekend or holiday call rotation every three months.
- 7.20. If a TPD I RN does not meet required hours (within the last quarter monitored) they will be ineligible to receive the bid based upon seniority hours.
- 7.21. If a TPD II RN does not meet required hours (within the most recent six month compliance period) they will be ineligible to receive the bid based upon seniority hours.

7.22. Eligibility for benefits defined in this Contract is as follows:

Article	Page	Benefits	RNs Eligible	Basis of Accrual
IX	24	Seniority	All Status	Hours Paid
XIII	32	CE Days	All Status (except status .2 Regularly Scheduled or TPD/on-call)	NA
XVII	38	Leave of Absence	All Status	NA
XVIII	41	PAL/Long-Term Illness	All Status (except status .2 Regularly Scheduled or TPD/on-call)	Status
XIX	45	Health Insurance	Upon hire, All Status (except status .2 Regularly Scheduled or TPD/on-call)	Status
XX	54	401k Plan	All Status*	NA

\* The Medical Center's matching contribution can only be made for employees who exceed eight hundred (800) hours paid annually.

## Floating

7.23. The Medical Center (Employer) shall establish a float pool to minimize the necessity of floating a RN from his/her regular duty. RNs holding float pool bids shall receive a float differential of two dollars (\$2.00) per hour. RNs holding unit bids with a float component shall receive a Float Differential of two dollars (\$2.00) only when they are required to float.

7.24. RNs not in the float pool who are required to float to a different department shall receive a Float Differential of one dollar and fifty cents (\$1.50) per hour. Floating due to low census in an RN's home department will not receive the Float Differential, if the RN has been offered a low census day or on call day and prefers to work.

7.25. When a primary unit has a high census every effort should be made by the house supervisor to staff the secondary unit from another source before regular scheduled staff is floated out to a secondary unit and a float RN is floated in to staff the primary unit.

7.26. Float differential will apply to RNU RNs who float to Ortho and Ortho RNs who float to RNU when the following applies:

- a) The Ortho assignment that the RNU RN takes is the sole assignment and/or the RNU assignment that the Ortho RN takes is the sole assignment (there is no mixing of patients, i.e. the assignment will not have some Ortho and some RNU patients in the assignment).
- b) The Ortho patients remain on "Ortho Service" and/or the RNU patients remain on "RNU service".

- 7.27. Regularly scheduled Charge RNs will not float unless requested by the House Supervisor to provide adequate staffing. In the event the regularly scheduled Charge RN is requested to float, they will maintain Charge Pay for hours worked.

## Charge RN Role

- 7.28. Charge RN Role: It is in the interest of the Medical Center and the Association to have a trained person(s) available on every unit during every shift to coordinate department activities. The Charge RN role is intended to meet that interest. There are two types of Charge RNs: Staff RN in a bidded Charge RN position and Relief Charge RN who is assigned the role in the absence of a designated Charge RN.
- 7.29. The role of the Charge RN is mutually developed and reviewed by the Medical Center and unit staff RNs. Charge RN responsibilities will be unit specific and described in a "check list" per unit.
- 7.30. To assure the availability of a Charge RN on every shift, staff RNs will be oriented to the Charge RN role. That orientation will include but not be limited to the written role description, core competencies, the unit specific checklist, regulation compliance, and unit-specific and house-wide disaster training.
- 7.31. In the absence of volunteers to attend Charge RN orientation, RNs will be assigned by the Medical Center to attend Charge RN training with the intent and expectation that a unit is never left without a trained Charge RN.
- 7.32. In the absence of a trained Charge RN on any given shift, the Medical Center will assign an RN on shift to assume that role and be provided the Charge RN checklist for that unit.
- 7.33. House-wide Charge RN Orientation will be offered on a bi-annual basis to assure an adequate supply of trained Charge RNs. Staff RNs who function as a Charge RN or Relief Charge will be offered orientation.
- 7.34. Those oriented as Relief Charge will be rotated to experience the Charge role and assure that Charge competencies are maintained on the unit.

## ARTICLE VIII PAST PRACTICE AND DUTY TO BARGAINING

- 8.1. The parties shall follow past practices unless they are changed by mutual agreement reduced to writing and agreed upon by the parties.
- 8.2. Past practice and/or inconsistency shall not be relevant in disciplinary decisions related to actions which potentially impact, patient health and safety. However, if the Association should assert a claim of past practice and/or inconsistency, the Medical Center shall then have the burden to prove "health and safety."

## ARTICLE IX SENIORITY, LAYOFFS

- 9.1. The Medical Center and the Association recognize that seniority shall prevail as set forth herein giving due regard to qualifications. All RNs shall accrue house-wide seniority from the date of his/her most recent employment with the Medical Center after successful completion of the probationary period contained herein. Seniority is defined as Hours Worked, PAL Hours Paid, Low Census Hours, and Long-Term Illness Paid.
- 9.2. Any RN promoted out of the Bargaining Unit will retain, but not accumulate, seniority attained up to the time of the transfer out of the Bargaining Unit. If an employee is hired for a position within the Bargaining Unit, seniority will commence from the date the RN is employed within the Bargaining Unit. RNs working TPD in a position outside the Bargaining Unit will retain his/her seniority, but not accumulate seniority for the hours worked outside the Bargaining Unit. RNs who work in a position, in which time is split between work within the Bargaining Unit and work outside of the Bargaining Unit, will accumulate seniority as follows:
  - a) Seniority will accrue for hours worked in the Bargaining Unit only.
- 9.3. Subject to the foregoing, seniority shall be the governing factor in promotion, transfers within the Medical Center, layoff, and recall provided that qualifications are equal.
- 9.4. A lay-off is defined as a separation from the service because of shortage of funds or materials, abolishment of position or for other involuntary reasons not reflecting discredit on a RN. The RN and the Association shall be given written notice of a pending lay-off at least thirty (30) days before the effective date, stating the reasons for the lay-off. Prior to RN layoffs the PCC will be notified
- 9.5. After the initial face-to-face meeting official notice, an RN will be given two business days to exercise their bumping rights.
- 9.6. Laid off RNs with seniority will be given the opportunity to fill positions of the least senior RNs under the following criterion:
  - a) Same or within .2 of present FTE status, except by mutual agreement.
  - b) Same shift
  - c) If no options on the same shift, the RN may have the option to bump into another shift if they have equal qualification demonstrated by documented competencies within their department. Home departments are defined as follows: ICU, Peds, Med/Surg, NICU, M/B, L&D, childbirth Education, RNU, ED, Ortho, OR, Endo, Radiology, Floats, PACU, Pre-Surgery Clinic, Heart Center, Bridges, Diabetic Clinic, HCBS, Wound Care.
  - d) Vacant positions may be identified within the laid off RN's home department and, if none, vacant positions then may be identified in other departments. If the RN declines the vacant position, the RN will then be offered the position of the least senior RN within the laid off RN's home department and if none, will be offered the position of the least senior RN outside of the department, provided the laid off RN is qualified to assume job responsibilities with up to thirty-six (36) hours of orientation. If the laid off RN does not accept position offered, he/she may elect to either remain on TPD status or separate from the Medical Center, qualifying for recall.

- 9.7. Seniority and employment shall terminate upon (a) discharge; (b) resignation; (c) failure to respond to recall from layoff within three (3) working days after notice of recall by phone or certified mail and/or failure to report as agreed; (d) failure to report to work on the first scheduled work day following the end of an approved leave of absence unless the employee has earlier received the Human Resources Director or designees written approval for an adjusted return date; (e) absence from work for three (3) consecutive scheduled working days without reporting, except in extenuating circumstances; or (f) retirement under any applicable pension plan.
- 9.8. Seniority list for all RNs shall be posted annually in July. A seniority list with names, addresses, and phone numbers will be submitted to the Association on a quarterly basis.
- 9.9. Seniority status will be available upon individual request from Human Resources.
- 9.10. Healthcare providers (as recognized at the Medical Center's discretion) who obtain an RN degree and are employed by the Medical Center as an RN shall have fifty percent (50%) of his/her life-to-date hours paid at the Medical Center credited to their RN seniority.
- 9.11. The Medical Center may offer some period of separation pay and/or benefits to RNs affected by a layoff which may be conditioned upon the signing of a general release of all claims and/or a waiver of recall rights.
- 9.12. Recall from a Layoff:
  - a) Any RN, who has been laid off or reduced to TPD status because of a layoff, is eligible for recall.
  - b) Seniority shall be the determining factor for a recall, using the laid off RN's hours at time of layoff or when the RN was reduced to TPD status.
  - c) RN's who are eligible for recall retain eligibility for one year from the date of layoff.

## ARTICLE X. PROMOTION AND JOB BIDDING

- 10.1. Qualified RNs presently employed will be given preference when filling vacancies, or in new positions or classifications, or when promotional or non-promotional vacancies occur in the Nursing Service. Promotion is encouraged as an incentive for higher quality job performance by utilization of the knowledge and competence resulting from experience. Any RN taking a position that requires eight (8) weeks or more of training will remain in that unit a minimum of one (1) year after completion of orientation. If less than eight (8) weeks of training is required, a minimum of six (6) months commitment after completion of orientation to the position is required.
- 10.2. In the case of a permanent vacancy as established by the Medical Center, the following procedure will be utilized:
  - a) The Medical Center will post a bid stating the position opening, status, shift, and unit. This bid will be posted on-line at [www.communitymed.org](http://www.communitymed.org) for seven (7) calendar days indicating that a RN will be selected to fill the vacancy. Refer to the job description available from Patient Care Services or Human Resources for any necessary requirements.
  - b) RNs will be considered for regular job openings by completing the Job Preference forms available on-line at [www.communitymed.org](http://www.communitymed.org)



- c) To have the necessary qualifications, the RN must have performed satisfactorily in his/her present positions; an exception may be made with managerial mutual agreement. Specialty certification as defined by The American Nurses Association and/or National Commission of Certifying Agencies shall not be a requirement for any bid position.
  - d) Any RN, who wishes to be considered for a bid position, should submit his/her name within the seven (7) calendar days by completing the Job Preference forms on-line at [www.communitymed.org](http://www.communitymed.org). When two (2) or more RNs have application on file, selection will be made on the basis of the qualifications and seniority. An RN who applies for an open bid, but does not withdraw his/her name from consideration prior to the posting deadline will be moved into that position if awarded the bid.
  - e) Upon written notification of a successful bid, a RN shall assume that position within thirty (30) calendar days or the next scheduled period whenever possible. Upon written request, an unsuccessful applicant for a position shall be notified in writing of the reason(s) within five (5) business days after the posting is closed.
  - f) RNs on Personal Allowable Leave (PAL) or Leave of Absence (LOA), may access current job posting information via the Internet at [www.communitymed.org](http://www.communitymed.org). A RN who is on LOA in excess of thirty (30) calendar days and is granted the position must be available to return to work, if requested by the Medical Center, at least fourteen (14) calendar days from the date of the posting of the position.
  - g) When two (2) or more RNs have applications on file, selection will be made on the basis of the qualifications and seniority, with the following exception: if a TPD I RN does not meet required number of hours (within the last quarter monitored) they will be ineligible to receive the bid based upon seniority hours; if a TPD II RN does not meet required hours (within the most recent six month compliance period) they will be ineligible to receive the bid based upon seniority hours.
- 10.3. The Medical Center reserves the right to determine the shift length to be worked in any vacant position.
- 10.4. Existing non-vacant positions will not be converted from an eight (8) hour shift to either a ten (10) hour shift or a twelve (12) hour shift except upon mutual written agreement between the affected RN and the Medical Center. If mutual agreement is not attained regarding shift length, refer to Article X, Section 10.3.
- 10.5. When Patient Care Services determines that a vacancy shall temporarily or permanently not be filled, such notice will be given to the unit with an explanation.
- 10.6. Unfilled bids shall be made available upon an RN's request to Human Resources. A list of unfilled bids will be provided monthly to the PCC and included in the PCC meeting minutes, and may be accessed via the internet at [www.communitymed.org](http://www.communitymed.org).
- 10.7. The Medical Center will conduct a quarterly review of individual RN's actual hours paid as compared to the RN's current employment status. Based upon this review, Nursing Administration will determine as appropriate to bid additional status position to be filled according to Article X. Promotion and Job Bidding.
- 10.8. Posted job bids will define the duration of the shift length (8-10-12) and will define day or night with variable start-up times, as needed.

- 10.9. Based upon RN request, when bid reductions are approved, the reduced portion of the bid shall be posted and the bid portion may not be made available to the RN in the case of an RN returning to previous level of availability for work hours. The Association will be notified, by quarterly report from the Medical Center, on bid reductions and the corresponding bid portion postings.

## ARTICLE XI GRIEVANCE AND ARBITRATION

- 11.1. Purpose: The parties intend that the grievance procedures, as set forth herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Contract without any interruption or disturbance of the normal operation of the Medical Center.
- 11.2. Definitions:
- a) Crucial Conversations shall mean a conversation between an RN, or group of RNs, and a unit Director/Manager for the purpose of proactively addressing issues promptly that arise in the course of operations that allegedly cause a violation or misinterpretation of any provision of the contract. Crucial Conversations are the front lines in making corrections and/or reaching understanding and resolutions.
  - b) Grievances shall mean a complaint by an RN or group of RNs based upon an event, condition, or circumstance under which an RN works allegedly caused by a violation or misinterpretation of any provision of the contract.
  - c) An aggrieved person shall mean the person or persons making the complaints, either individually or through their Association
  - d) The term 'business days' means Monday – Friday.
- 11.3. The Medical Center will in no way discriminate, reprimand, or cause undue pressure on any RN who may have cause to use this procedure.
- 11.4. Crucial Conversation: The RN may attempt to resolve issues with the unit manager or director within twelve (12) business days of the RN or the Association having knowledge that an issue exists. The Director/Manager shall be given five (5) business days to resolve the problem or request an extension from the Association.
- 11.5. If any grievance arises, the following steps shall be followed:
- a) STEP ONE: The RN will reduce the complaint to writing on an approved grievance form within ten (10) business days and shall present the grievance to the two-person Clinical Director Panel (chosen at random in a hat draw in the presence of the Medical Center and Association representatives). The names of Clinical Directors will be provided by the Medical Center and shall be composed of six (6) clinical nursing directors trained for conflict resolution. The aggrieved RN will have the responsibility of scheduling the Step One meeting. Within ten (10) business days the RN, the Association representative, and the Clinical Director Panel will meet to review the grievance. The Clinical Director Panel will issue a written answer to the grievance within ten (10) business days following the meeting.

- b) **STEP TWO:** If the matter is not resolved at Step One, the grievance shall be referred in writing within ten (10) business days to the Director of Human Resources. The aggrieved RN will have the responsibility of scheduling the Step Two meeting. Within ten (10) business days the RN, the Association representative, and the Director of Human Resources will meet to review the grievance. The Director of Human Resources will issue a written answer to the grievance within ten (10) business days following the meeting.
  - c) **STEP THREE:** If the matter is not resolved at Step Two, the grievance shall be referred in writing within ten (10) business days to the CEO. The aggrieved RN will have the responsibility to schedule the Step Three meeting. The CEO, the Association representative, the aggrieved RN shall meet within fifteen (15) business days for the purpose of resolving the grievance. The CEO shall issue a written answer to the grievance within ten (10) business days following the meeting.
  - d) **MEDIATION:** In the case of a termination, if the grievance has not been resolved at Step Three, the parties agree to enter mediation. The parties shall schedule a mediation date within ten (10) business days and conduct mediation within thirty (30) business days. The parties shall enter mediation using the Federal Mediation and Conciliation Service (FMCS). If mediation does not resolve the termination grievance, within ten (10) days of the completion of mediation the Association shall notify the Medical Center in writing of the intent to proceed to Step Four/arbitration.
  - e) **STEP FOUR:** If a grievance has not been settled on the basis of the foregoing procedures, the Association may submit the issue in writing to arbitration within ten (10) business days. Within ten (10) business days of arbitration notification, the parties shall request the Federal Mediation and Conciliation Service to submit the names of eleven (11) arbitrators who are members of the National Academy of Arbitrators with a principal place of residence in Montana, Washington or Oregon. The parties will alternately strike a name from the list of names until but one name remains and that party shall be the arbitrator. A coin flip shall determine which party shall exercise the first challenge to the list of arbitrators. The arbitrator shall be requested to render a written decision within thirty (30) days following the close of the hearing. The decision of the arbitrator shall be final and binding on the Association and the Medical Center. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or application of the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the first three steps of the grievance process. The time limitation set forth in this Article XI relating to the time for filing a grievance described in Step One and the demand for arbitration described in Step Four shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived, provided, however, that if the Medical Center fails to respond within the time limitations contained in this Article, the Association may either consider the failure to respond as a denial of the grievance by the Medical Center or the deadline for moving the grievance to the next step shall not begin to run until the Medical Center issues its decision. The time limitations provided herein may be extended by mutual agreement.
- 11.6. The Association and the Medical Center may attempt to agree on an arbitrator in lieu of using the FM&CS list, and with mutual agreement may submit multiple grievances to the same arbitrator.
- 11.7. The cost of the arbitrator and arbitration shall be borne equally by the parties. Unless a grievance is presented by the procedures set forth in this Article, it shall be deemed null and void unless the time periods are extended by mutual agreement.
- 11.8. The whole Grievance Procedure must be exhausted before the Association may submit a grievance to arbitration.

- 11.9. Grievance Meetings may be held outside of scheduled working hours of the RN and representatives of the Association. If such grievance and arbitration meetings are held outside of regular scheduled working hours for the RN and the Association representative, such hours shall not be deemed as hours worked and shall not be paid for by the Medical Center.
- 11.10. When a grievance is submitted, the RN shall continue to work as directed by the Medical Center pending final settlement of the Contract dispute.
- 11.11. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy is provided to the arbitrator. The entire cost shall be the responsibility of the requesting party unless the other party requests a right of inspection or use in which event the cost shall be equally shared.

## ARTICLE XII EVALUATION

- 12.1. Every RN shall have an informal verbal evaluation at the halfway point in the probationary period and a formal written evaluation at the end of probation.
- 12.2. Evaluations shall be completed at least every three (3) years. Each RN may also complete a self-evaluation. RN's shall participate in the development of any changes to the current evaluation process through a mutually agreed upon committee.
- 12.3. Each Director/Manager will complete a RN evaluation based on the competency- based standards set for the RN job performance. The Director/Manager and RN will schedule a time for the evaluation review. Evaluations are for constructive RN development. After the RN has been given an opportunity to read the evaluation, any relevant comments to the evaluation or the self-evaluation may be attached prior to placement in the RN's personnel file. The RN shall sign the evaluation to signify she/he has read it and shall receive a copy of the signed evaluation.
- 12.4. The RN shall acknowledge each evaluation by signature to indicate only that he/she has reviewed it. The RN if desired, has seven (7) days to respond in writing to such evaluations. Only the evaluation process shall be subject to grievance and arbitration.
- 12.5. It is the RN's responsibility to know content of the regularly scheduled staff meetings, in-service education, and other mandatory communicated information offered by the Medical Center through each department or through house-wide policy contained in AD5084.

## ARTICLE XIII ORIENTATION, IN-SERVICE AND CONTINUING EDUCATION

### Orientation

- 13.1. New Hire Orientation shall be defined by department for a minimum of seventy-two (72) hours and may be extended by agreement between the Orientee and his/her Director/Manager.
- 13.2. All Orientees shall attend the Medical Center orientation.
- 13.3. When possible, orientees will be assigned to work with the same preceptor during the first two weeks of orientation. RNs chosen as preceptors will preferably have a status of .8 or 1.0.

- 13.4. One (1) hour out of the nursing orientation will be designated to allow the Association representative to provide orientation to the Unit's function and organization. Should the Association choose not to perform this function, this may be used for general orientation.
- 13.5. In the case of interdepartmental or promotional changes, orientation will be provided for a minimum of one (1) week.
- 13.6. When a RN is employed, the Association shall deliver to the RN:
- a) A copy of the current contract between the Association and the Medical Center.
  - b) A mutually agreed upon Association brochure describing the functions and structure of the Association.
  - c) Current Association Membership Form.
  - d) A current Association form for authorizing payroll deduction dues.
- 13.7. When a RN is employed, the Medical Center shall deliver to the RN:
- a) A current job description.

### Retraining and/or New Specialty Training

- 13.8. For hard to recruit positions as defined by Human Resources and Nursing Administration, the Medical Center will post retraining bids.
- 13.9. An RN accepting a retraining bid will receive a department defined orientation working with a department preceptor.
- 13.10. Preceptors will be paid two-dollar (\$2.00) per hour during the hours they are precepting. This applies to New Hires and retraining bids but does not apply to cross training.
- 13.11. It is the responsibility of the Clinical Director/Manager or designee to meet with the orientee and preceptor quarterly during the defined orientation or specialty training period to discuss progress, performance concerns, and review of goals. If the RN does not meet specific department training goals by the midpoint of the orientation or specialty training period, the Medical Center may require the RN or the RN may request to bid out of the department. The Medical Center will allow four (4) weeks during which the RN will be scheduled in areas in which he/she is qualified, rather than continuing the training program. Following the four (4) weeks, the RN will be placed in a TPD bid for which they are qualified until bid status is awarded.
- 13.12. The Professional Conference Committee (PCC) will semi-annually provide input to retraining opportunities.
- 13.13. In order to provide quality orientation, new graduates who are designated in the "New Graduate Preceptorship Program" may be called off one (1) shift per week, if their assigned preceptor is needed and floated to another unit or has an unscheduled absence. The "called off" days will be added to the end of the preceptorship in order for the new grad to have a quality orientation. Every effort shall be made not to float the preceptor.

## Nurse Assistance Program and Safety

- 13.14. The Medical Center considers retention of current staff as a priority. When deemed appropriate, the Medical Center will work with the Nurses Assistance Program (NAP) to help provide return to work opportunities for the Medical Center RNs under the supervision of NAP.
- 13.15. Injury prevention is important in the retention of RNs. Safety issues will be regularly discussed at the Professional Conference Committee (PCC).

## In-Service

- 13.16. In-Service Education Programs will be provided on a continuing basis. New procedures and equipment will be covered by in-service before being implemented for use in departments. It is the responsibility of all nursing employees to attend appropriate in-service programs.
- 13.17. In-service will be provided for each area of nursing to include but not be limited to:
- a) BLS
  - b) Fire Safety
  - c) Body Mechanics
  - d) Infection Control
- 13.18. Wages will include regular rate of pay, as defined in Article XX, Section 20.1, plus relevant certification plus shift differential for evening or night classes.

## Continuing Education

- 13.19. All RNs regardless of status, excluding TPD status, shall be eligible for twenty-four (24) Continuing Education (CE) Hours per year. Eight (8) of these hours may be carried over into the next year. These hours will be computed on a fiscal year basis beginning July 1 of each year. At no time may a RN have more than thirty-two (32) CE Hours.
- 13.20. RNs will not be eligible to take CE Hours until successful completion of the probationary period.
- 13.21. Reimbursement will be limited to the following:
- a) An RN, who chooses to use a regularly scheduled shift to attend an education day, is paid accrued CE hours for the duration of the class. The RN has the option to take PAL or CE Hours for the remainder of the shift or arrange to work the remaining hours. Shift differentials will not be paid for any education that is not mandatory. Any education required by the Medical Center to maintain licensure and/or any mandatory meetings will receive appropriate shift differentials.
  - b) Reimbursement for registration shall not exceed one hundred and seventy-five dollars (\$175.00) per year unless approved by the Chief Nursing Officer.
  - c) If the Medical Center requests the RN to attend, the Medical Center shall reimburse the RNs so attending for full wages, registration, transportation, food, and lodging.
- 13.22. Requests for CE Hours shall be submitted to the Director/Manager for review of program content and applicability.
- 13.23. Requests shall be made a minimum of three (3) weeks in advance to allow for processing in accordance with Medical Center policy.

- 13.24. Where requests from more than two (2) employees are received, the Director/Manager(s) shall determine participants.
- 13.25. All RNs required by the Medical Center to attend ACLS certification shall be paid at his/her regular rate of pay while attending such classes. The ACLS course is offered by facilities in Missoula. Should a RN choose on his/her own to attend an ACLS course offered at a facility outside of Missoula, he/she will be reimbursed at regular rate of pay while attending the class and for the registration, not to exceed current registration fee of an in-town course. Travel, lodging, meals, etc., remain the RN's responsibility.
- 13.26. TPD RNs are eligible for reimbursement of registration not to exceed one hundred seventy five dollars/year (\$175.00/year) upon completion of one year of service. Eligibility is dependent upon the RN meeting the annual minimum TPD requirements.

## ARTICLE XIV EMPLOYEE DEVELOPMENT AND DISCIPLINE

- 14.1. In taking Disciplinary Action, the Medical Center shall follow the principles of Just Cause directed towards the goal of an open learning culture and correction. Provided however, the parties acknowledge that there may be circumstances justifying immediate suspension, demotion, and/or discharge. The Medical Center shall not suspend, demote or discharge any non-probationary RN without just cause.
- 14.2. Coaching is not considered a disciplinary action. Coaching is defined as a supportive discussion with the employee on the need to engage in safe behavioral choices. However, the fact of such discussions and or any documentation may be subject to review through the grievance and arbitration procedure thereafter in determining whether discipline is appropriate and or the type or level of discipline. When a documented coaching occurs, an email of the coaching will be given to the nurse.
- 14.3. Counseling is defined as a disciplinary action: putting the employee on notice that performance is unacceptable.
- 14.4. Upon the 3rd counseling within two (2) years, the Medical Center will have the right to take further action (such as demotion, suspension, or termination). However, there may be circumstances justifying immediate suspension, demotion and/or discharge. Counseling's older than two (2) years shall not be used to initiate current disciplinary actions.
- 14.5. The Medical Center will make every effort to notify the RN at least twenty-four (24) hours prior to any potential disciplinary action and identify the issue for potential disciplinary action. This notification does not include issues of safety and/or terminable offenses. When counseling is delivered, the RN will be informed that this is a disciplinary action. All counseling will be documented as such in the RN's Personnel File and shall include the date and the reason, the RN's signature acknowledging receipt of the counseling. If the RN refuses to sign acknowledging receipt, this will be documented by the Director/Manager / Human Resource Representative. An RN has the right to Association representation in any meeting in which there is reasonable belief that discipline may result. It is the RN's responsibility to notify the Association representative and may request the meeting be rescheduled if no representative is available.



- 14.6. Counseling as well as suspension, demotion and/or discharge, shall take place in a private area. Counseling shall include written goals, objectives, and means of achieving the same. Whenever such counseling occurs the RN has the right to have Association representation. Any counseling session will remain strictly confidential between all parties present.
- 14.7. If the process of counseling does not correct the RN's performance, he/she will be subject to suspension, demotion, and/or termination.
- 14.8. Normally discipline shall be instituted within thirty (30) working days of management's knowledge of the infraction, giving rise to the discipline. If management is unable to complete the investigation within thirty (30) days, written notice must be submitted to the Association stating that an investigation is being conducted and cannot be completed within the thirty (30) day period. Any disciplinary action hereunder shall be subject to the Grievance and Arbitration clause of this contract. Note: Probationary RNs may be disciplined (including termination) or demoted at the Medical Center's sole discretion without recourse to the grievance procedure or the use of these in the disciplinary procedure during the probationary period.
- 14.9. Except in circumstances clearly beyond the RN's control, an RN who has two (2) no-call, no-show violations under the Medical Center's Attendance policy in any twelve- (12-) month period will be considered to have abandoned the position. A notice of presumption of abandonment will be sent by first-class mail to the last address reflected in the RN's personnel file within ten (10) calendar days thereafter, with a copy to the Association.

## ARTICLE XV. TERMINATION / SEVERANCE

- 15.1. A RN shall give the Medical Center two (2) week's written notice of intent to terminate to be considered for rehire.
- 15.2. One hundred percent (100%) of Personal Allowable Leave (PAL) Accrual will be paid upon termination.
- 15.3. For RN's hired prior to ratification of this contract: A RN who leaves the Medical Center in good standing after giving at least four (4) weeks written notice will receive separation pay as follows:
  - a) RNs with at least five (5) years of continuous service with the Medical Center shall receive separation pay equal to twenty five percent (25%) of their accrued Long-Term Illness (LTI) hours.
  - b) RNs with at least ten (10) years of continuous service with the Medical Center shall receive separation pay equal to fifty percent (50%) of their accrued Long-Term Illness (LTI) hours.
  - c) RNs with at least fifteen (15) years of continuous service with the Medical Center shall receive separation pay equal to sixty-five percent (65%) of their accrued Long-Term Illness (LTI) hours.
  - d) RNs with at least twenty (20) years of continuous service with the Medical Center shall receive separation pay equal to seventy-five percent (75%) of their accrued Long-Term Illness (LTI) hours.
  - e) For RN's hired after August 17, 2016 there will be no payout of LTI upon termination



## ARTICLE XVI. HOLIDAYS

- 16.1. Any RN who works on a designated Holiday shall receive time and one-half (1½ ) the regular hourly pay for all hours worked on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas or one (1) Religious holiday of the RN's choice. Upon employment, a RN shall designate in writing the religious holiday of his/her choice. If no designation is made, Christmas will be assumed as the religious holiday of choice.
- 16.2. A holiday is defined as a twenty-four (24) hour period beginning at 2300 of the day preceding the holiday and ending at 2300 of the holiday.
- 16.3. Pay as referred to in this Article means straight-time rate plus special service and shift differential being received by the RN concerned.
- 16.4. The Christmas Eve shift from 3 P.M.–11 P.M. will be paid at the Overtime Rate of pay.

## ARTICLE XVII. LEAVE OF ABSENCE

### Personal Illness/Disability Leave of Absence

- 17.1. Leave of Absences (LOA) without pay may be granted to RNs for personal illness without loss of length-of-service benefits. Length-of-service benefits will not accumulate during this time, but will remain as they were at the beginning of the Leave.
- 17.2. Accumulated long-term illness (LTI) may be utilized for personal illness/disability upon request. RNs can choose to use his/her Personal Allowable Leave (PAL) or not use PAL for Disability Leave.
- 17.3. The parties recognize the applicability of the Federal Family and Medical Leave Act (FMLA), and the Association recognizes the Medical Center's right to establish policies and rules implementing FMLA which are consistent with that law as well as any provision of this Contract which provides any additional right or benefit.
- 17.4. When the RN returns from an authorized leave-of-absence in length of six (6) weeks or less, the Medical Center shall reinstate the RN to her/his former position and department.
- 17.5. RNs may be granted up to a maximum continuous total of twelve (12) months Leave-of-Absence including any leave time qualifying under FMLA for personal illness or injury.
- 17.6. Except as otherwise required by law, a Disability Leave is limited to a maximum duration of twelve (12) months including any leave time qualifying under FMLA for personal illness or injury.
- 17.7. The Medical Center shall have the right to require the attending physician's Certificate of Disability throughout any leave-of-absence.

- 17.8. Workers Compensation: A RN with Lost Work Time (which meets the definition of work-related injury/occupational disease) may request to utilize accrued Personal Allowable Leave (PAL) and Long-Term Illness (LTI) hours to supplement their Workers Compensation Benefit in an effort to attain his/her normal compensation based upon status at the time of injury. An RN meeting eligibility requirements for work related injury/occupational disease will be provided up to twenty-four (24) weeks (counting any period of FMLA-qualifying disability leave, regardless of its cause) of Job-Protected Leave. Upon return within the protected time frame, the RN will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment.
- 17.9. An RN's anniversary date of hire as an RN shall not change based on any medical leave usage or paid leave usage (All RNs date of hire shall be reflected for pay purposes).

### Parental Leave/Newborn Child or Adoptive Parent

- 17.10. Leave of Absence of up to six (6) months, without pay, will be granted to RNs for the period of disability including the period prior to as well as after childbirth. This Leave of Absence will include any leave time qualifying under Family Medical Leave Act (FMLA) for personal illness or injury. Length-of-service benefits will not accumulate during this time, but will remain as they were at the beginning of the absence.
- 17.11. Accumulated Long-Term Illness may be utilized upon request. RNs can choose to use his/her Personal Allowable Leave (PAL) hours or not use PAL for Parental Leave.
- 17.12. RNs meeting eligibility requirement for FMLA (Family Medical Leave Act) Leave will be provided up to twelve (12) weeks of job protected Parental Leave. Upon return from FMLA Leave, the RN will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms.
- 17.13. An RN may submit a request for a Parental Leave of Absence. The Medical Center will review the request and may decide to post a temporary bid for a qualified RN to cover the Leave of Absence (LOA). This decision will be affected by the area the RN works and staffing considerations. If the response to the temporary bid is adequate for coverage, the time off requested (up to twelve (12) weeks) will be granted. This is a staffing decision and is not subject to the Grievance Procedure.
- 17.14. RNs eligible for Parental Leave may elect to utilize up to four (4) weeks of accumulated Long-Term Illness (LTI) Hours.

### Bereavement Leave:

- 17.15. Bereavement Leave of Absence (company paid benefit) of up to three (3) consecutive scheduled shifts with up thirty-six (36) hours with pay may be granted for the death of a member of the immediate family.
- 17.16. Immediate family is defined as: The RN's spouse/significant other (with spousal relationship), children, parents, sister and brother, step-children, step-parents, father-in-law, mother-in-law, grandparents, grandchild, legal guardian, niece or nephew.
- 17.17. Leave of Absence of up to three (3) consecutive scheduled shifts with up to twenty-four (24) paid hours of accumulated Long-Term Illness (LTI) or Personal Allowable Leave (PAL) may be granted for critical illness of an immediate family member.

- 17.18. An additional fifty-six (56) paid hours of leave may be granted if needed when using either Long Term Illness (LTI) or Personal Allowable Leave (PAL).
- 17.19. In the case of death or critical illness of a close associate or family member not defined as immediate family, a leave without pay for up to twenty-four (24) hours may be granted.

### **Educational Leave:**

- 17.20. Educational leave without pay to further professional education and growth may be granted for up to twelve (12) months, and can be extended at the discretion of the Chief Nursing Officer.
- 17.21. Length-of-service benefits will not accumulate during this time, but will remain as they were at the beginning of the Leave.
- 17.22. When the RN returns from an authorized leave of six (6) weeks or less, the Medical Center shall reinstate him/her to former position and department.
- 17.23. Leave of absence to attend professional association meeting may be granted.

### **Sabbatical Leave:**

- 17.24. The Medical Center may grant a Sabbatical Leave of Absence for no less than one (1) year. Length-of-service benefits will not accumulate during this time, but will remain as they were at the beginning of the Leave. Requests will be submitted ninety (90) days in advance. Upon completion of the Sabbatical, the RN may bid into any open position.
- 17.25. Membership dues shall not be required during any medical leave-of-absence over three (3) months in duration.
- 17.26. Personal Leave of Absence without pay for six (6) weeks may be granted to any RN who has been a Medical Center employee for five (5) years or longer. This type of leave of absence (LOA) can be granted once every three (3) years. Approval will be dependent on the ability to replace the position temporarily. This type of leave will not be granted from December 15 to December 31 or from June 1 through August 30 of every year.
- 17.27. Benefits will not accumulate during this time, but will remain as they were at the beginning of the absence. When the RN returns from the above stated leave-of-absence the Medical Center shall reinstate the RN to his/her former position and department.
- 17.28. Leave of absence for reasons other than the above may be granted on an individual basis at the discretion of the Medical Center.
- 17.29. Termination will result from failure to report for work following expiration of Leave of Absence.

## ARTICLE XVIII. PERSONAL ALLOWABLE LEAVE / LONG TERM ILLNESS (PAL/LTI)

### 18.1. Definitions:

- a) Personal Allowable Leave (PAL) shall be defined as a combination of the benefits previously granted as vacation, holidays, and short-term sick leave. This time off may be used for any purpose the employee chooses providing scheduling requirements have been met.
- b) Long Term Illness (LTI) shall be defined as any absence due to the RN's illness that is twenty-five (25) consecutive paid hours or more. Physician verification, relative to injury or illness to include, work restrictions, release from work, and return to work certification may be required by the Medical Center.
- c) Return-To-Work Release will be required for absence related to an injury.

### 18.2. Provision of the Personal Allowable Leave (PAL), Long Term Illness (LTI) policies:

- a) A.RNs eligible for PAL AND LTI:
  - 1. Regular full-time RNs.
  - 2. Regular part-time RNs.
- b) Benefit accrual rate is as follows:

**Table 2: PAL – Annual Schedule of PAL Hours**

Employment status	(1.0)	(.8)	(.6)	(.4)
1-4 Yrs. of Service	184	147	110	74
5-9 Yrs. of Service	224	179	134	90
10+ Yrs. of Service	272	218	163	109

*The above schedule reflects the maximum accrual hours, i.e., a RN shall cease accruing additional PAL hours upon reaching the maximum for the RN's years of service*

- 18.3. Long Term Illness: Regular full-time RNs will accumulate fifty-six (56) hours of Long Term Illness (LTI) hours per year up to a maximum of four hundred eighty (480) hours. Regular part-time RNs will receive his/her appropriate prorated allowance based upon employment status. The Medical Center will honor LTI accrual balances above the four hundred and eighty (480) hour limit for RN's employed prior August 17, 2016 for nurses as long as the balance greater than four hundred eighty (480) hours is maintained. However, once an RN whose greater balance falls below four hundred eighty (480) hours, no additional LTI will be accrued above the four hundred and eighty hour (480) limit.
- 18.4. PAL and LTI hours will begin accruing starting with the first day of employment. RNs will not be eligible to take any such hours until completion of the first ninety (90) calendar days of continuous employment.

- 18.5. Compensation for LTI will be at the RN's base rate of pay as defined in Article XX, Section 20.1. Compensation for PAL for voluntary or mandatory low census days will be at the RN's regular rate of pay, as defined in Article XX, Section 20.1, plus appropriate shift differential as defined in Article VI, Section 6.4. Compensation for PAL vacation will be paid at the RN's regular rate of pay, as defined in Article XX, Section 20.1.
- 18.6. Requests for scheduled PAL days may be submitted no earlier than six (6) months prior to specified time off and no later than three (3) weeks prior to the posting of the monthly schedule during which the requested days occur.
- a) The request indicating approval or denial shall be returned to the RN within seven (7) days from the date it was received by Director/Manager.
  - b) Requests denied may be resubmitted.
  - c) Requests approved may be revoked or decreased in length should the RN not have the requested number of Personal Allowable Leave (PAL) Hours accumulated by the date(s) requested off.
  - d) The Director/Manager may waive the above provision at their own discretion providing scheduling needs of the Department are met.
  - e) Requests for Personal Allowable Leave (PAL) time that will occur during Thanksgiving, Christmas and New Year holidays must be submitted annually to the Director/Manager by September 15. Responses to requests will be completed by October 15.
- 18.7. Requests for unscheduled days should be communicated directly to the House Supervisor (0700-1500 Monday through Thursday) as soon as possible, but no less than two (2) hours prior to the beginning of a shift. However, if less than one (1) hour notice is given this is considered a violation of the Medical Center Notification Rules and may be subject to disciplinary action.
- 18.8. Excessive Unscheduled Absences, even though a paid benefit under Personal Allowable Leave (PAL) presents serious problems in regards to efficiency, continuity, and quality of patient care. Excessive unscheduled absences, of five (5) occurrences in the most recent nine (9) months will result in counseling as appropriate to the disciplinary procedure set forth in Article XIV.
- 18.9. Definition of Unscheduled Absences: Unscheduled absence from regular scheduled work except as otherwise required by applicable law such as FMLA, which results in irregular attendance over a defined period of time. An occurrence is defined as any unscheduled absent day that exceeds two (2) hours and any consecutive hours of scheduled shifts thereafter.
- 18.10. Unscheduled (illness) days that extend twenty-four (24) consecutive scheduled hours or less, shall be taken from Personal Allowable Leave (PAL) Hours accrued. Starting with the twenty-fifth (25th) consecutive scheduled hour Long Term Illness (LTI) Hours will be used.
- 18.11. Hardship Review: There may be unusual situations in an employee's life which result in unscheduled absences. If an employee feels that there are extenuating circumstances in his/her life, the employee or his/her Director/Manager may request a Hardship Review. The Review will be done by a panel consisting of: The Vice President of Human Resources, Chief Nursing Officer, and appropriate Director/ Manager. The panel will, by consensus, make the appropriate determination for the circumstances.
- 18.12. Long-Term Illness accruals shall be utilized for hours-paid during a RN's hospitalization.

18.13. A request for Personal Allowable Leave shall not be denied because of the season of the year.

18.14. PAL exchange option:

- a) Accumulated Personal Allowable Leave (PAL) Hours may be exchanged for payment at ninety percent (90%) of the RN's regular rate of pay, as defined in Article XX, Section 20.1.
- b) A RN may elect to exchange PAL Hours five (5) times per calendar year.
- c) Requests for PAL Hours exchange must be submitted to Payroll with a minimum of three (3) weeks for processing.
- d) To be eligible for exchange, a RN must maintain a minimum number of hours after the Exchange Request, based on employment status as of date of exchange. These minimum hours are prorated based on Full Time Equivalent (FTE) status as follows:

**Table 3**

FTE	Minimum Hours Required
1.0	80
.8	64
.6	48
.4	32

18.15. The maximum number of Personal Allowable Leave (PAL) Hours that can be exchanged per calendar year is eighty (80) hours.

18.16. The Personal Allowable Leave (PAL) Hours Exchange Request Form must be used. Requests must be accurately and completely filled out by the RN in accordance with required minimums and maximums.

## **ARTICLE XIX. HEALTH AND MEDICAL CENTER HOSPITALIZATION INSURANCE**

19.1. Effective January 1, 2007, within thirty (30) days of continuous full-time employment, the Medical Center will provide Five Hundred Ninety three Dollars (\$593) Benefit Credits per month to apply toward the Medical Center Health Benefits Plan based on individual RN participation and eligibility. Benefit Credits for part-time RNs are pro-rated.

19.2. At least one (1) plan option will be provided where the employee-only coverage (for a full time RN) is provided at no cost to the employee. It is acknowledged that this option may provide reduced coverage and/or increased deductibles or co-pays.

19.3. Benefit Credits may be applied to the following Benefit Plan Options: Medical, Preventive Dental/Vision, Flexible Spending Accounts (Health/Dependent Care), and a Health Savings Account as eligibility allows.

19.4. The Medical Center will make an additional Health Savings Account contribution for family coverage enrollees of up to \$1,300 per year pro-rated per payroll cycles. Beginning January 1, 2017 a spousal surcharge of \$100 per month will be implemented for a covered spouse who has qualified coverage elsewhere.

- 19.5. At the time of employment and annually thereafter, all employees will be required to have a Tuberculosis (TB) screening, testing, or follow-up as indicated by Employee Health.
- 19.6. The Medical Center invites employees to attend Annual Online Benefits Enrollment assistance sessions, normally beginning in early November through early December each year, and the Wellness Fair. These opportunities are available to gain knowledge about employee benefits, as well as, a number of Wellness activities.
- 19.7. As part of the Employee Wellness Screen Benefit, the Medical Center provides one (1) complete laboratory profile each year, offered at no cost; a quarterly Lipid Profile and Glucose test is offered at no charge as well. The annual and quarterly schedules are determined by Laboratory Services.
- a) The Employee Wellness Screen includes, but is not limited to the following:
  - b) Chemistry Panel: (Lytes, Bun, Creatine, Glucose, Calcium, Phosphorus, Uric Acid, Alkaline Phosphatase, LDH, SGOT, SGPT, Bilirubin, Total Protein).
  - c) Complete Lipid Profile: (Cholesterol, Triglyceride, HDL, LDL).
  - d) CBC: (WBC, RBC, Hemoglobin, Hematocrit, Red Blood Cell Indices, Platelet Count).
  - e) Thyroid Screen.
  - f) Prostate Cancer Screen (currently valued at fifty-eight and 75/100 Dollars (\$58.75) - PSA Blood Test for men over age forty (40).
  - g) Colon Cancer Screen - Home Kit.
- Changes may be made to the above Wellness Screen Tests by mutual agreement. Please refer to the current Policy for additional information and details. Note: A twelve (12) to fourteen (14) hour fast is required for accurate results, and an employee should drink water normally and take medication as needed.*
- 19.8. Annually during the Employee Wellness Fair, dependents will be offered the same testing at a seventy-five (75%) percent discount of the total for the complete profile and for the PSA test.
- 19.9. The report, including interpretations, will be sent to the employee at his/her home address only.
- 19.10. Screening Mammogram\* - The screening is to be provided in accordance with the current recommendations of the American Cancer Society and the American College of Radiology. Mammograms are available on a scheduled basis throughout the year. RN must designate a primary care physician to receive the Mammogram Report, or one will be assigned to her. RN will need to present her photo identification badge at the time she receives the Wellness Screening Services at the Medical Center. *\*(In the event a diagnostic mammogram is required, as per the above guidelines, the cost of the Screening Mammogram will be applied toward such.)*
- 19.11. The Medical Center will continue extending the following benefits to the Association members and will involve the Association in any discussions concerning change in such benefits: Retirement 401(k) plan, Health, Life, Dental, insurance plans, and other present benefits.

- 19.12. The Medical Center will give the Association fifteen (15) calendar days' notice of proposed changes in any of these benefits and the Association shall then have 15 calendar days in which to request a meeting to discuss the proposed changes. However, as it relates to insured benefits (health, life, dental, etc.) the parties recognize the Medical Center's obligation to update plan documents, booklets and forms for distribution to affected employees and thus any discussion concerning the proposed changes must be concluded by September 30th.
- 19.13. The Medical Center: Paid health, dental/vision and group life/long term disability benefits coverage (for eligible RNs) will continue for up to twelve (12) weeks while on Family Medical Leave Act (FMLA) Leave or for the length of time his/her absence at his/her regular employment status was covered by pay of some kind (e.g., sick pay or vacation), whichever is longer, but the RN will be responsible for continuing to make any employee payments normally required of them.
- 19.14. Only applicable to participating RNs enrolled prior to August 17, 2016; RNs at least fifty-five (55) years of age on the date of retirement, having completed a minimum of fifteen (15) consecutive years of service with the Medical Center immediately prior to retirement, and currently participating in the Group Health Plan, may remain on the Medical Center Group Health Plan until age sixty-five (65), provided the RN self-pays the associated premium. The participant must continue to maintain residency in the State of Montana during the period of coverage. All RNs shall be afforded the opportunity to enroll in a COBRA program upon retirement.
- 19.15. The Medical Center will present to the Association a new healthcare plan and the information needed to perform a comparison no later than May 15, 2017. If the Association elects to bring an alternative plan forth (differing from the proposed Medical Center plan), the Association will have a comparison compiled, and both parties agree to enter into a healthcare opener for collective bargaining no later than July 15, 2017. If requested, reasonable extensions of the timeline may be granted. It is the mutual intent of the parties to implement a new healthcare plan by January 1, 2018.

## ARTICLE XX WAGES / BENEFITS

- 20.1. The base wage increase for RN's is as follows\*:
- a) 2016 - 6% Increase effective the first full pay period of Feb 2016
  - b) 2017 - 3% Increase effective the first full pay period of Feb 2017
  - c) 2018 - 3% Increase effective the first full pay period of Feb 2018
  - d) 2019 - 3% Increase effective the first full pay period of Feb 2019

*\*An additional one percent (1%) base wage increases may apply if metrics are met in the Incentive Compensation Plan.*



**Table 4 NEW WAG SCALE FOR 2016-2019**

RN STEPS	CURRENT	Effective with the first full pay period commencing February 2016	Effective with the first full pay period commencing February 2017	Effective with the first full pay period commencing February 2018	Effective with the first full pay period commencing February 2019
1	24.66	26.14	26.92	27.73	28.56
2	25.16	26.67	27.47	28.29	29.14
3	25.66	27.20	28.02	28.86	29.72
4	26.17	27.74	28.57	29.43	30.31
5	26.70	28.30	29.15	30.03	30.93
6	27.23	28.86	29.73	30.62	31.54
7	27.78	29.45	30.33	31.24	32.18
8	28.33	30.03	30.93	31.86	32.81
9	28.90	30.63	31.55	32.50	33.47
10	29.47	31.24	32.18	33.14	34.13
11	30.06	31.86	32.82	33.80	34.82
12	30.66	32.50	33.47	34.48	35.51
13	31.28	33.16	34.15	35.18	36.23
14	31.91	33.82	34.84	35.88	36.96
15	32.54	34.49	35.53	36.59	37.69
16	33.19	35.18	36.24	37.32	38.44
17	33.86	35.89	36.97	38.08	39.22
18	34.53	36.60	37.70	38.83	40.00
19	35.23	37.34	38.46	39.62	40.81
20	35.94	38.10	39.24	40.42	41.63
21	36.66	38.86	40.03	41.23	42.46
22	37.39	39.63	40.82	42.05	43.31
23	38.14	40.43	41.64	42.89	44.18
24	38.91	41.24	42.48	43.76	45.07

*\*Any RN already at step 24 on their anniversary date in year one and on each anniversary date thereafter during the term of this agreement will receive a 1% lump sum bonus.*

*This will take effect upon the first pay period following the RN's Performance Appraisal date. At no time shall the progression represent more than one step. An exception to this rule will be made as stated in the above step scales.*

### Placement in Steps

20.2. The Medical Center will give new employees hired on or after February 1, 2008 experience credit for placement on the wage scale on the following basis: One (1) year's credit for each one year of service at the Medical Center; or one (1) year's credit for each year of experience in a like institution with similar responsibilities. This experience credit set forth above will not be applicable to employees who leave the Medical Center and seek to return to the Medical Center within twelve (12) months from the employee's last date of employment with the Medical Center. However, employees who return within twelve (12) months of termination will be reinstated to the Step that employee held during his/her previous employment at the Medical Center.

- 20.3. Former healthcare providers (as recognized at the Medical Center's discretion) who have furthered his/her education and obtained a license as an RN shall be recognized within the Wage Step System as follows:
- a) Former healthcare providers with five (5) years' experience at the Medical Center shall be started at Step Three (3).
  - b) Former healthcare providers with less than five (5) years' experience at the Medical Center shall be started at Step Two (2).
  - c) Former healthcare providers with minimum of three (3) years' experience at a like institution shall start at Step Two (2).
- 20.4. All new hires will be placed on the step scale according to experience as stated in Article XX, Section 20.2.
- 20.5. Any RN at step 24 on their anniversary date prior to Feb. 1, 2010 in year one and on their anniversary date after Feb. 1, 2011 in year two of the contract will receive a 1% lump sum bonus calculated on all hours paid in the previous 12 month period in the first and second year of the contract. These RNs will also be given options to change their tax deductions for these bonus checks on the appropriate tax forms if they so desire.

### 401k Retirement Plan Summary

- 20.6. Eligibility: RNs are eligible to participate in the Plan after they have completed a year of service in which they have worked at least one thousand (1000) hours for the Medical Center.
- 20.7. Entry Date: RNs can begin participating in the Plan on July 1, October 1, January 1, or April 1, following the day the eligibility requirements are met.
- 20.8. Employee Contributions: RNs may elect to contribute from one percent (1%) up to the federal government limit to the Plan through salary reduction.
- 20.9. Salary Reduction Contributions, also called "Elective" Contributions, are income tax deferred. RNs do not pay income tax on contributions to this plan until they withdraw the funds from this plan, or the IRA or plan to which they have these funds transferred after they terminate employment. All contributions are subject to maximums established by law.
- 20.10. Medical Center Contributions:
- From Aug 1, 2016 through Dec 31, 2016 the Medical Center will: For Plan participants with at least three hundred and thirty three paid hours (333) the Medical Center will make a mandatory contribution of 1.625% and continue the match of 1.5% up to 6 percent of the employees deferred salary. The mandatory contribution will be made in one lump sum allocation after the Dec 31, 2016 plan year.
- After Jan 1, 2017 through the remainder of the contract the Medical Center will: For plan participants with at least one thousand paid hours (1000) the Medical Center will make a matching contribution of \$0.50 on the dollar, up to 6.5% of the employees deferred salary. Eligible plan participants will receive the matching contribution in one lump sum allocation after the plan year
- 20.11. The Medical Center will make the matching contribution for RN's meeting the eligibility requirements each Plan Year in one lump sum allocation after the end of the Plan Year.

- 20.12. Vesting: RNs are always fully vested in their Salary Reduction Contributions any amounts transferred from the Pension Plan, or any amount rolled over from another qualified plan. Employer contributions made to the 401(k) Plan are subject to a vesting schedule. Under the schedule employees are zero percent (0%) vested in Employer Contributions before completing two (2) years of service; twenty percent (20%) vested after two (2) years of service; fifty percent (50%) vested after three (3) years of service; seventy-five percent (75%) vested after four (4) years of service and one hundred percent (100%) vested after five (5) years of service. A year of service is a plan year in which an employee works at least eight hundred (800) hours for the Medical Center.
- 20.13. The Medical Center shall have the sole right and discretion to make Changes in the 401(k) or any other pension or profit sharing plan which are necessary to comply with legal requirements and/or to maintain the tax qualification of the plan(s).
- 20.14. Years-of-Service awards for RNs shall be awarded based on years-of- service for the Medical Center.

### **The Incentive Compensation Plan (Bonus Plan)**

- 20.15. Purpose: In addition to wages and benefits, RN's may be eligible for the Medical Center's Incentive Plan, which is designed to reward outstanding contributions to company performance.
- 20.16. The CEO and the Director of Human Resources shall be responsible for administration of the program. The CEO has the final authority to interpret the program.
- 20.17. Scope: Eligibility is limited to RN's that are employed by the Medical Center for at least three (3) months during the performance year with a hire date of October 1 or prior and must be an active employee on the date of the payout.
- 20.18. The annual calculations for an eligible participant who becomes a participant after January 1st, but no later than October 1st of the performance year will be prorated. Plan eligibility and proration will commence with the beginning of the first full fiscal month the employee is deemed a participant in the plan.
- 20.19. Terminations: Any RN not employed by the Medical Center on the last day of the plan year forfeits the right to the incentive. A RN's termination or resignation on or before the date of the payout forfeits eligibility to receive any unpaid bonus payout unless otherwise set forth in a separate employment agreement.
- 20.20. This plan will measure performance from January 1 to December 31 of each fiscal year (the "plan year"). A 401(k) or cash incentive will be paid as soon as practical after receipt of the report of the Company's independent auditors and the reflection of any audit adjustments arising there from. The audit report is typically received before April 30th of the succeeding year.
- 20.21. The Incentive Plan emphasizes linking pay to performance that can be measured in an objective, quantifiable manner and the incentive opportunities will be based on the following:
- a) EBITDA- The Medical Center's level of profitability as measured by its consolidated EBITDA (Earnings Before Interest Taxes, Depreciation and Amortization), as adjusted for the performance year.

- b) CAHPS – The Medical Center’s rating of the measure, “Would you recommend this hospital to your friends and family?” for the Consumer Assessment of Healthcare Providers and Systems
- 1) HAC- Value Based Purchasing (VBP) measures that reduce Hospital Acquired Conditions (HAC)
  - 2) HRRP- Value Based Purchasing (VBP) measures that reduce readmissions in the Hospital Readmission Reduction Program (HRRP).

20.22. The Company’s consolidated budget for each performance year sets EBITDA target at a specific dollar amount. If EBITDA falls below this target, no bonus will be paid. If EBITDA exceeds this target, monies that exceed the target will be used to fund the incentive bonus pool.

20.23. RNs have the opportunity to receive two bonuses and a one percent base wage increase. The only way to achieve the first incentive bonus is if the first two triggers are pulled:

- **Trigger #1:** EBITDA  $\geq$  98% of budget
- **Trigger #2:** CAHPS  $\geq$  66% percentile on, “Would you recommend hospital to friends/family?”

If both triggers are achieved, the RNs will receive the first incentive bonus:

**Incentive Bonus #1:** RNs will receive a 0.5% bonus for CAHPS and at least a 0.5% bonus for EBITDA with the opportunity to receive an additional 0.5% for every 1.0% above budgeted EBITDA with a 6.0% (max).

Once Incentive Bonus #1 is achieved RNs will have the opportunity to receive the second incentive bonus if the next two triggers are met:

- **Trigger #3:** HAC- Handwashing compliance  $\geq$  90% and Isolation Protocol compliance  $\geq$  100%.
- **Trigger #4:** HRRP- Documentation of follow-up appointment(s) scheduled prior to and within seven days of discharge for  $\geq$  90% of patients.

If both triggers are achieved, RNs will receive the second incentive bonus:

**Incentive Bonus #2:** RNs will receive a 0.5% bonus for meeting HAC and HRRP. Plus an additional 1% base wage increase for the subsequent year. This is in addition to receiving Incentive Bonus #1.

NOTE: Benchmarks and targets may be updated annually based on government and regulatory demands for CMC to rank within the top percentile. Updates to benchmarks and targets will be discussed at the RN Professional Conference Committee (RNPCC).

## ARTICLE XXI PROFESSIONAL CONFERENCE COMMITTEE

- 21.1. The Professional Conference Committee (PCC) shall consist of six (6) representatives selected by the Association and six (6) management representatives selected by the Medical Center one of which shall be the Chief Nursing Officer. Three (3) members of the bargaining unit shall rotate into the Committee every two (2) years as part of the Association's six (6) representatives described above. The Chief Nursing Officer or designee and the Bargaining Unit President or designee shall act as co-chairs of the Committee.
- 21.2. The Committee shall meet the first Wednesday of every quarter for up to two (2) hours. Bargaining Unit Members of the Committee shall be entitled to a maximum of two (2) hours pay per month for Committee attendance. Bargaining Unit Members of the Committee who are scheduled to be on-duty during a meeting of the Committee shall be released and replaced from duty for the purpose of attending the meeting. It is the responsibility of each Bargaining Unit Member to request dates off via My Choice.
- 21.3. Minutes from the previous meeting will be distributed to Committee Members one (1) week prior to the next meeting. Management will provide support staff for minute transcription and distribution. The co-chairs shall develop an agenda one (1) week prior to each meeting.
- 21.4. The Committee may address any issue(s) related to:
  - a) Patient Safety
  - b) Education- Education and training programs compatible with identified department goals.
  - c) Best Practice- Review new developments in nursing practice through examinations and discussion of new nursing services.
  - d) Hours and working conditions
  - e) Recommendation to the facility of ways and means to improve patient care
  - f) Nursing attendance at the Value Analysis and Safety Council is welcome
  - g) Cross-Training/Floating: The Cross-Training report will be reviewed at PCC. The Medical Center shall commit \$30,000 new dollars of cross-training above and beyond the standard annual budget beginning in 2017. The units where that training is focused shall be decided by the PCC. Quarterly reports on cross training expenditures shall be made to PCC.
  - h) Previous standing items such as Job Bidding, as well as other agenda items not listed above may be added to the Professional Conference Committee agenda by RNPCC members. Job Bidding and PCC Minutes are accessible via the CMC intranet and by request.
- 21.5. The Committee shall implement any majority decisions reached and shall be implemented in a timely fashion so long as such decisions do not violate the terms and conditions of the RN Collective Bargaining Contract. In the event a recommendation of the Committee is in conflict with the Contract, the Association and the Medical Center may by mutual agreement, through a Letter of Understanding, change the contract language. The Committee is not intended to replace the contract negotiations or grievance process.

## Unit Councils

- 21.6. Unit Councils are professional councils and shall be established to identify, discuss, and suggest to the Medical Center, specific department nursing practice improvements including those related to; work processes, patient safety and outcomes, employment rules, education, nurse engagement and job satisfaction. An emphasis will be on evidence-based practice. Shared department information shall be assembled, and suggestions for improved practices that can be addressed specifically within the departments will be written and the Medical Center will review them for consideration and action, if deemed appropriate the Medical Center shall establish five (5) area-specific Unit Councils, which may be changed by mutual agreement;
- a) Peds and NICU
  - b) Med Surg, Ortho, RNU, and Oncology
  - c) ICU, ED, and Heart Center
  - d) Surgical Services, Endo, and Diagnostic Imaging
  - e) Mother Baby, Labor & Delivery, and Lactation
- 21.7. Completed ADO forms and floating activity shall be provided to the Councils and reviewed by the Councils.
- 21.8. Unit Councils shall report to PCC so trends in patient safety, ADOs, floating, and more can be evaluated. Results of Unit Council suggestions implemented by the Medical Center may be shared at departmental staff meetings or through other appropriate Medical Center communication sources.
22. Unit Councils shall meet monthly at an established time for up to two (2) hours per Unit Council. Agendas shall be developed and circulated to the Unit Council and the Directors of the applicable units.
- 22.1. Each Unit Council shall be staffed by three (3) paid RNs. Unit Council members shall be designated by the Association for annual terms of service. Time attending Unit Council monthly meetings shall not be considered overtime or premium pay for any purpose.

## ARTICLE XXII NO-STRIKES, NO-LOCKOUTS

- 22.1. There shall be no strikes, lockouts, or other stoppages or interruptions of work during the life of this Contract. All disputes arising under this Contract shall be settled by the grievance and arbitration procedures outlined by this Contract.
- 22.2. Nothing in the above Section shall mean that a RN or group of RNs shall be compelled to cross a picket line of a recognized Bargaining Unit.

## ARTICLE XXIII. SAVINGS CLAUSE

- 23.1. If any provision of this Contract or the application of such provision shall, in any court or by other governmental action be held invalid, the remaining provisions and their application will not be affected.

## ARTICLE XXIV TERM OF CONTRACT

- 24.1. This Contract shall become effective on February 1, 2016 and shall remain in full force until April 30, 2020. A notice to renew and modify this Contract may be given by either party by the other not less than ninety (90) calendar days prior to the expiration date of this Contract or of any extension thereof. If the event such notice to renew or modify is given, the parties shall meet not later than ten (10) calendar days after date of such notice for the purpose of Contract negotiations. All notices provided for in this Contract shall be served.

## ARTICLE XXV CHANGE OF OWNERSHIP

- 25.1. This Contract shall be binding upon the successors and assigns of both the Medical Center and the Association and no provisions, terms or obligations contained in this Contract shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party to this Contract, or affected, modified, altered or change in any respect whatsoever by any change of any kind of the legal status, ownership, or management of either of the parties to this Contract. The Medical Center promises that its operations covered by this Contract shall not be sold, conveyed, transferred or assigned to any Successor-In-Interest without first securing the contract of the Successor to the Medical Center's obligations under this Contract.

## ARTICLE XXVI. DRUG AND/OR ALCOHOL ABUSE

- 26.1. Drug and/or alcohol abuse adversely affects the care and safety of patients and RNs. The Medical Center is committed to providing employees with a safe work environment and to providing patients with the highest quality of care. The abuse of drugs and alcohol off and on the job can have a significant impact on the workplace. For that reason, all RNs are expected to report to work alcohol and drug free.
- 26.2. If an RN's work performance is impaired due to suspected drug or alcohol abuse, the Medical Center will assist the RN in seeking treatment. RNs will be referred to a qualified and approved Treatment Program that meets the needs of the RN.
- 26.3. Following completion of the Treatment Program the RN may be approved to return to work upon the release of the Treatment Provider. This decision will be made jointly by the Chief Nursing Officer and the Treatment Coordinator providing there is no action pending by the State Board of Nursing. There may be situations where it is unacceptable for the RN to return to the Medical Center work setting. This decision will be made based on previous history, legal considerations and recommendations of the Certified Treatment Provider. Compliance with treatment and evaluation of recovery will be the responsibility of the Treatment Coordinator and the RN. A Return to Work Agreement may be requested by the Medical Center as a condition for return to work.
- 26.4. Montana Nursing Practice Law requires all RNs to report to the State Board of Nursing facts known to the individual regarding the incompetent, unethical or illegal practice of any licensed RN. This mandatory reporting provision applies to all RNs in Montana. Although the RN may choose to report suspected impairments to the Director/Manager, this does not relieve the individual RN of the obligation to report the information to the State Board of Nursing. Failure to report any violation of Montana Nursing Law is not in the best interest to the consumers of health care and could result in disciplinary action being taken against the RN who did not report the information to the State Board of Nursing.



- 26.5. When a RN voluntarily goes into treatment for drug and/or alcohol abuse at a Certified Treatment Center and the Medical Center, Local Unit, and Certified Counselor agree, the RN may be placed in a temporary position if necessary for recovery purposes for up to six (6) months, as long as he/she remains under contract with the counselor, treatment facility, and Medical Center. At the end of the six (6) months or sooner if approved by the Counselor, Treatment Center, and the Medical Center, the RN may bid into a position if available. If no position is available he/she will be placed on Temporary Per Diem (TPD) until he/she is able to bid into a position. The Medical Center may request results of any monitoring or screening test.

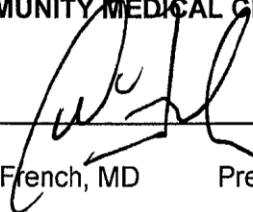
## ARTICLE XXVII PHYSICIAN SERVICES

- 27.1. Start-up times for Physician Services may vary. Shift differential applies to hours after five (5:00) P.M.
- 27.2. Low Census Days (LCD): RNs within a Practice may be asked to rotate to other physicians within the same practice or be assigned duties or tasks at the Director/Manager's discretion.
- 27.3. If Low Census Days are necessary the procedure for cancellations will be in the following order.
- a) Scheduled overtime.
  - b) Volunteer (based on unit need)
  - c) Wish List
  - c) Any employee working over their bid.
  - d) Temporary per Diem (TPD)
  - e) Flex Bids (at lowest bid status)
  - f) Rotation
  - g) By seniority.
- 27.4. Voluntary Low Census Days taken will count as mandatory turn.
- 27.5. RNs may elect to utilize accumulated Personal Allowable Leave (PAL) hours for low census days.
- 27.6. There will be a limit of one (1) mandatory Low Census Day per RN per every three (3) weeks.
- 27.7. All RNs including full time, part-time, and temporary per Diem (TPD) are expected to attend seventy-five percent (75%) of their staff meetings.
- 27.8. Physician Services will conduct a review of individual RN's actual hours paid as compared to the RN's current employment status. Based upon this review, the Physicians Services Administrator will determine appropriateness of additional bids to be posted according to Article X, Promotion and Job Bidding.
- 27.9. Hardship Review: There may be unusual situations in an employee's life which result in unscheduled absences. If an employee feels that there are extenuating circumstances in his/her life, the employee or his/her Director/Manager may request a hardship review. The review will be done by a panel consisting of the Director of Human Resources, the Practice Manager and the Physician Services Administrator. (Refer to Article XVIII, Section 18.11) The panel may, by consensus, make the appropriate determination for the circumstances.
- 27.10. All other provisions apply as per contract.



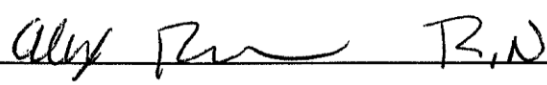
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first herein above written.

COMMUNITY MEDICAL CENTER


  
\_\_\_\_\_  
Dean French, MD      President and CEO

Date 10-4-16

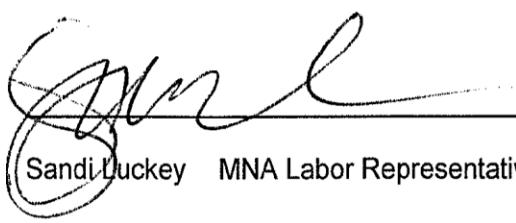
MONTANA NURSES ASSOCIATION

  
\_\_\_\_\_  
Alex Redfern      CO-President, CMC Local Unit #15

Date 10/4/16

  
\_\_\_\_\_  
Angela Lovato      CO-President CMC Local Unit #15

Date 10/4/16

  
\_\_\_\_\_  
Sandi Luckey      MNA Labor Representative

Date 10/6/16

## ADDENDUM TO THE CONTRACT BETWEEN MONTANA NURSES ASSOCIATION LOCAL UNIT #15 AND COMMUNITY MEDICAL CENTER, INC.

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This addendum shall become effective upon ratification of the contract and will be attached and made a part of this document. The following items are not specifically included in the contract between Montana Nurses Association CMC Local Unit and Community Medical Center, Inc, as they either are (a) part of the Medical Centers house wide policy for all employees, (b) are in reference to a single even, or (c) are for informative purposes. The items are as follows:

**1.0. Tuition Reimbursement:** To encourage and promote employees to further their self-development through academic pursuit; the Employee agrees to remain actively employed in a permanent full or part time position within the Medical Center during the 12 month retention term. The Medical Center agrees to a tuition reimbursement award payable to the Employee in one lump sum, up to \$3,000 per calendar year, or a lifetime maximum of \$9,000

**1.1. Educational Loan Repayment:** To provide educational loan repayment for employee retention with the Medical Center; the Employee agrees to remain actively employed in a permanent full or part time position within the Medical Center during the 12 month retention term. The Medical Center agrees to an educational loan repayment award payable to the Employee in one lump sum, up to \$3,000 per calendar year, or a lifetime maximum of \$9,000.

**1.2. Staffing Summit:** CCM Local Union and CMC have identified during their recent collective bargaining negotiation an issue that may benefit from a round table or "Summit" discussion. As soon as can be practically arranged, a summit meeting will be convened to share ideas, inputs, and make recommendations to improve staffing practices and patient assignments, particularly in preparation for high census and/or a high acuity population. CMC and the Union shall invite Ligia Velasquez to serve as the facilitator of the summit. The Summit shall include at least two members of CMC administration/management selected by administration, four staff RNs selected by MNA, and two medical staff to be chosen by mutual agreement.

**1.3. Cross Training Bank:** The Medical Center agrees to earmark \$30,000 annually, in addition to the standard budget, for cross-training. Designation of funds and reporting will occur in the RN Professional Conference Committee.

#### 1.4. Explanation of Incentive Compensation Component of CBA

##### **Purpose:**

To recognize the rapid change in progress in today's healthcare market by aligning the efforts of the entire hospital family, to reward by incentive, its success. The CMC Incentive Compensation Plan is designed to share and reward outstanding contributions and successes to hospital performance.

This plan will measure performance from January to December 31 (the "plan year"). Cash incentives will be paid as soon as practicable after receipt of the report of the Company's independent auditors and the reflection of any audit adjustments arising there from. The audit report is typically received before April 30th of the succeeding year.

The plan emphasizes linking pay to performance that can be measured in an objective, quantifiable manner as stated below.

##### **Concept:**

The CBA creates two basic incentive "buckets": One "EBITDA" bucket and one CAHPS score bucket. As the hospital's performance is measured against objectives and recognized criteria in these two buckets, the incentive compensation will be earned and distributed.

##### **Explanation of EBITDA Bucket:**

EBITDA is a recognized and uniform reporting standard used by healthcare companies. It means, "Earnings Before Interest, Taxes, Depreciation and Amortization". It is an industry standard recognition of the entire financial performance.

##### **CAHPS**

CAHPS stands for Consumer Assessment of Healthcare Providers and System. Throughout the country, CHAPS is used to measure patient satisfaction. There are measures that fall within patient satisfaction such as, "Would you recommend our hospital to your friends and family".

##### **How to Receive the Incentive Compensation**

You have the opportunity to receive two bonuses and a one percent base wage increase. The only way to achieve the first incentive bonus is if the first two triggers are pulled:

- **Trigger #1:** EBITDA  $\geq$  98% of budget
- **Trigger #2:** CAHPS  $\geq$  66% percentile on, "Would you recommend our hospital to your friends and family?"

If both triggers are pulled, you will receive the first incentive bonus:

**Incentive Bonus #1:** You will receive a 0.5% bonus for CAHPS and at least a 0.5% bonus for EBITDA with the opportunity to receive an additional 0.5% for every 1.0% above budgeted EBITDA with a 6.0% (max).

Once Incentive Bonus #1 is achieved you will have the opportunity to receive the second incentive bonus if the next two triggers are met:

- **Trigger #3:** HAC- Handwashing compliance  $\geq$  90% and Isolation Protocol compliance  $\geq$  100%.
- **Trigger #4:** HRRP- Documentation of follow-up appointment(s) scheduled prior to and within seven days of discharge for  $\geq$  90% of patients.

If both triggers are pulled, you will receive the second incentive bonus:

**Incentive Bonus #2:** You will receive a 0.5% bonus for meeting HAC and HRRP. Plus an additional 1% base wage Increase for the subsequent year. This is in addition to receiving Incentive Bonus #1.

NOTE: Benchmarks and targets may be updated annually based on government and regulatory demands for CMC to rank in the top percentile. Updates to benchmarks and targets will be discussed at the RN Professional Conference Committee (RNPCC).

### How are the triggers measured?

#### EBITDA

EBITDA is Earnings Before Interest, Taxes, Depreciation and Amortization. EBITDA is determined by subtracting operating expenses from net revenue (gross revenue less contractual adjustments and bad debt). The actual performance is compared to CMC's budget for both month and year-to-date on a monthly basis. CMC's budget is prepared and approved annually and is developed around the strategic plan that is constructed in conjunction with input from the many factions that have an interest in the organization.

#### CAHPS

CMS gathers consistent patient experience survey information from all hospitals. These ratings are publicly reported. The ratings account for 25 percent of CMC's Value Based Purchasing and directly impact Medicare payments. CMC utilizes a third party vendor, Press-Ganey, to survey patients and determine CMC's CAHPS scores. CAHPS can be accessed electronically and are regularly reported.

#### HAC- Handwashing Compliance

Handwashing compliance is determined by trained secret shopper observers.

#### HAC- Isolation Protocol Compliance

Isolation protocol compliance is determined by independent observation and documentation audits.

#### HRRP- Follow-up Appointment Compliance

Follow-up appointment compliance is determined by documentation audits.





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