

AGREEMENT BETWEEN

**THE LOCAL BARGAINING UNIT OF
THE MONTANA NURSES ASSOCIATION**

AND

ST. PATRICK HOSPITAL CORPORATION

March 1, 2016 - February 29, 2020

TABLE OF CONTENTS

| Section | Description | Page |
|---------|---|------|
| 1.0 | Agreement | 1 |
| 2.0 | Witnesseth | 1 |
| 3.0 | Recognition and Definitions | 1 |
| 4.0 | No Discrimination, No Hostile Working Environment | 3 |
| 5.0 | Effective Legislation and Separability. | 5 |
| 6.0 | Management Rights | 5 |
| 7.0 | Professional Conference Committee | 6 |
| 8.0 | Definition of Hours | 7 |
| 9.0 | Paid Time Off Plan | 11 |
| 10.0 | No Strike, No Lockout | 14 |
| 11.0 | Agency Shop | 14 |
| 12.0 | Insurance Programs | 16 |
| 13.0 | Use of Hospital Facilities | 17 |
| 14.0 | Seniority, Promotions, Transfers, Lay-offs | 18 |
| 15.0 | Policy for Per Diem Registry (PDR). | 20 |
| 16.0 | Termination of Employment | 20 |
| 17.0 | Evaluations | 20 |
| 18.0 | Discipline | 21 |
| 19.0 | Grievance Procedure | 22 |
| 20.0 | Arbitration | 23 |
| 21.0 | Totality of Agreement | 24 |
| 22.0 | Professional Development. | 24 |
| 23.0 | Leaves of Absence | 26 |
| 24.0 | Differentials & Pay Premiums | 29 |
| 25.0 | On Call Pay | 32 |
| 26.0 | Registered Nurses – Wage Matrix. | 35 |
| 27.0 | Professional Rights | 38 |
| 28.0 | Low Census Days Off | 39 |
| 29.0 | Retirement Benefits | 41 |
| 30.0 | Term of Agreement. | 42 |
| | Policy for Per Diem Registry (PDR's) Schedule A | 43 |
| | Schedule B – INTENTIONALLY OMITTED | 45 |
| | Schedule C - INTENTIONALLY OMITTED | 45 |
| | Flex Shifts Schedule D. | 46 |
| | Floating Schedule E | 48 |

1.0 AGREEMENT

1.1 This agreement entered into between St. Patrick Hospital Corporation at Missoula, Montana, hereinafter referred to as "Hospital," and St. Patrick Local unit of the Montana Nurses' Association, hereinafter referred to as the "Association."

2.0 WITNESSETH

- 2.1 WHEREAS, the purpose of this agreement is to promote harmonious relations between the Hospital and its employees, to secure efficient operations, and to establish standards of wages, hours, and other working conditions for employees within the collective bargaining unit; and
- 2.2 WHEREAS, the service of the Hospital and its employees is the care of the infirm, and the Hospital and its professional employees have a dual accountability for the care and safety of such patients within the areas of responsibility of care; and
- 2.3 WHEREAS, the Hospital, its employees, and the Association agree that their primary obligation is to serve the needs of such patients without interruption and without discord;
- 2.4 NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

3.0 RECOGNITION AND DEFINITIONS

- 3.1 The Hospital recognizes the Association as the sole and exclusive bargaining representative for purposes of rates of pay, hours, and other conditions of employment for all Registered Nurses employed, as staff nurses by St. Patrick Hospital and Health Sciences Center, excluding however, anyone employed as follows: the Chief Acute Services Officer, Nursing Directors, Regular Supervisors, Clinical Nurse Manager, or any other nurse serving as a coordinator, facilitator, researcher, educator or reviewer, and further excluding all other employees, professional employees other than Registered Nurses under the Department of Nursing Service, guards, temporary employees as defined herein, and supervisors as defined in the National Labor Relations Act, as amended. The Hospital recognizes its obligation to bargain and/or confer on changes made in working conditions. Prior to posting, the Hospital will notify the Local Unit of any newly created nursing positions, not herein defined, prior to inclusion or exclusion from the bargaining unit. In the event bargaining unit positions are eliminated as a result of subcontracting of management services of Registered Nurses covered by this Agreement, the parties shall meet and confer over the effect on bargaining unit employees.

3.2 EMPLOYEE DEFINITIONS

- A. Probationary Nurse: All nurses shall be probationary for the first six (6) months of their employment. During the probationary period, the employee may be terminated without recourse to the grievance procedure. Every registered nurse shall have an informal verbal evaluation approximately at the half-way point in the probationary period and a written evaluation at the end of the probationary period, to come within approximately one (1) week of the end of the period. Probationary employees do not participate in fringe benefits provided for in this agreement unless specifically included in the provisions for those benefits. Upon successful completion of the probationary period, the employee's anniversary date shall relate back to the beginning date of employment for the accrual of fringe benefits.
- B. Regular Full Time: An employee regularly and normally scheduled to work thirty-two (32) hours or more per week, or sixty-four (64) or more hours per pay period.
- C. Regular Part Time: An employee regularly and normally scheduled to work less than thirty-two (32) hours per week, or sixty-four (64) hours per pay period. Forty (40) to fifty-nine (59) hours per pay period must be maintained for purposes of health insurance coverage.
- D. Flex Shift Positions: The flex shift position is an additional 8, 10, or 12 hours of availability as defined by bid in addition to regularly scheduled bid. Flex shift positions will be posted by unit, based on individual unit needs. No greater than 40% of RN positions be flex positions. See Schedule D "Flex Shift".
- E. PDR Nurse: PDR nurses are those nurses employed to provide supplemental staffing for ill calls, scheduled vacations and other times when additional staffing is required. Their employment shall be pursuant to the Policy for Per Diem Registry as set forth in Article 15.0 and attached to this agreement as Schedule "A".
- F. On Call Employee: An employee who is assigned the responsibility for being available to be called to work during a specified period.
- G. Temporary Nurse: An employee who is hired for a period of up to three (3) months and is so informed at the time of hire and who is hired for special project or to replace an employee on leave or vacation. The three (3) month period of employment may be extended for one (1) additional three (3) month period for a special project or the length of leave of the employee being replaced.

H. Charge Nurse: A nurse designated by the nursing manager to coordinate department activities during designated shift. Upon acceptance of this responsibility the nurse will be given a current task list specific to the designated area, and shall be oriented to those tasks. Guidelines for the role will be mutually developed and reviewed annually by the Hospital and nursing staff representatives. Charge Nurses will be chosen by nurse managers from the pool of available and qualified staff RNS employed in the department. There are two types of charge nurses: staff designated as Charge Nurse in a posted charge nurse position and relief charge nurse who is assigned as a substitute for the designated charge nurse.

4.0 NO DISCRIMINATION, NO HOSTILE WORKING ENVIRONMENT

4.1 The Hospital and the Association each agree that they will not discriminate against any nurse applicant or nurse employee because of race, color, religion, national origin, gender, sexual orientation, political beliefs, marital status, membership, non-membership, or activity on behalf of the Association, or age in violation of any law.

Harassment, including sexual harassment, or abusive treatment of employees, patients, or other persons by supervisory or non-supervisory personnel physicians, patients, volunteers, visitors, or vendors on any basis is strictly prohibited.

Harassment or abusive treatment includes:

- A. Conduct or behavior that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Examples of this behavior includes, but is not limited to, use of foul language, shouting and/or angry outbursts, throwing of items, or language to another individual that is disrespectful and insulting.
- C. Sexual harassment includes unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct:
 - (1) is made explicitly or implicitly a term or condition of employment, or
 - (2) is used as basis for an employment decision, or
 - (3) unreasonably interferes with an employee's work performance or creates an intimidating hostile, or otherwise offensive work environment.

- D. Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is unwelcome, that is personally offensive, that lowers morale and therefore interferes with work effectiveness. Sexual harassment may take different forms.
- E. Examples of conduct that may constitute sexual harassment are:
 - (1) Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, threats. Requests for any type of sexual favor (this includes repeated, unwelcome requests for dates). Verbal abuse or "kidding" which is oriented towards a prohibitive form of harassment, including that which is sex oriented and considered unwelcome.
 - (2) Non-verbal: The distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or shows hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, that is sexual in nature.
 - (3) Physical: Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling; forced sexual intercourse or assault.
- F. Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to and welcomed by both parties, are not considered to be harassment, including sexual harassment.
- G. Our work environment is such that hundreds of individuals interact with each other every day. Differences of opinion, discomfort with personality traits, and even anger are inevitable. We want our workplace to be both interactive and professional. Tolerance of others is encouraged.
- H. The purpose of this section is to identify those behaviors, which create an intimidating, hostile, or offensive working environment.

4.2 REPORTING

- A. It is a responsibility of all employees to report any episodes. If you are subject to, witness or suspect any of this type of behavior, report the matter immediately to your Director. If you are uncomfortable reporting this to your Director, you should report the incident directly to Human Resources.
- B. A prompt investigation will follow the report of an incident of harassment or discrimination.

(1) Employees who display behavior, which creates a hostile work environment or discrimination, will be appropriately counseled or disciplined. Individuals, who are not employees and display this type of behavior, will be addressed in an official capacity through Administration.

(2) Any problems of discrimination or harassment under this section or that arise from situations not specifically covered by this section may be grieved by the employee

4.3 RETALIATION

Any act of retaliation against an employee who reports, participates in an investigation, or is otherwise involved in such an inquiry is strictly forbidden. Any employee found to have retaliated against another person will be subject to the same discipline as an employee found to have harassed or discriminated against another person.

5.0 EFFECTIVE LEGISLATION AND SEPARABILITY

5.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulation, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this agreement are in contravention of the laws or regulations of the United States or the State of Montana, such provisions shall be superseded by the appropriate provisions of such law or regulation, so long as the same are in force and effect. All other provisions of this agreement shall continue in full force and effect.

5.2 Pursuant to the provisions of the Americans with Disabilities Act, the Hospital retains the right to directly discuss with bargaining unit employees reasonable accommodations to permit employees to perform the essential functions of their jobs. Such management rights shall include, but not be limited to, job restructuring, job assignment, reassignment, modified work schedules, and use of adaptive equipment and devices. The Hospital retains the right to take all necessary steps to comply fully with the terms of the Americans with Disabilities Act.

6.0 MANAGEMENT RIGHTS

6.1 The parties to this agreement agree that the right to manage all aspects of the Hospital's operations shall remain with the Directors of St. Patrick Hospital through its management staff and shall not be impaired in any way so long as the exercise of these rights will not be in conflict with the provisions of this agreement.

- 6.2 All rights of the Hospital to manage the hospital and health sciences center shall continue to rest exclusively with the Hospital, including, but not limited to, the right to hire, demote, promote, transfer, release, lay off, recall, schedule, and direct the employees and to assign work and overtime, to determine qualifications, to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, operations or services, to determine the size of the work force, scheduling, number of hours worked, to schedule shifts including rotating shifts or split shifts, and to discipline and discharge employees.
- 6.3 The Hospital retains the right to make, modify, and amend such rules, regulations or orders, not in conflict with this agreement, as it may from time to time determine to be best for the purposes of maintaining order, safety and efficient operation of Employer's hospital and health sciences center, and the care, welfare and treatment of its patients.
- 6.4 The Hospital reserves the right to permit supervisors and employees excluded from the bargaining unit to perform work included in the classifications covered by this agreement where assistance is needed to meet patient care deadlines, in the process of training employees, and where employees on the job need assistance.
- 6.5 It is agreed that the enumeration above of management rights, which are exercisable in the Hospital's sole discretion, shall not be deemed to exclude other management rights not herein specifically enumerated, which the Hospital shall have the right to exercise in its sole discretion. The exercise or nonexercise of rights hereby retained by the Hospital shall not be deemed a waiver of any such rights or prevent the Hospital from exercising such rights in any way in the future.

7.0 PROFESSIONAL CONFERENCE COMMITTEE

- 7.1 The purpose of this committee will be to facilitate communications and cooperation between professional nurses and management; to establish a forum for open discussion of mutual concerns; to identify problem areas between Division of Nursing and other departments in the Hospital; and to improve understanding of problems and needs of professionals and management.
- 7.2 The committee shall consist of the Chief Acute Services Officer or Senior Directors of Surgical Services, Medical Services and Critical Care Services, a Human Resources representative, Directors from departments where nurses work, a nursing representative from each department, and leadership from the Montana Nurses Association. The committee shall establish its own meeting schedule, not more often than monthly, and determine its own officers.
- 7.3 Meetings of the committee may be held on Hospital property and use Hospital facilities. All time spent in Professional Conference Committee and nursing department standing committee meetings will be considered as time worked.

- 7.4 The Conference Committee shall have the ability to create sub-committees from its membership for special problems. The committee shall be advisory and consultative in nature and may make recommendations to Nursing Service Administration.
- 7.5 In the event a problem is perceived in a policy adopted by the Hospital relating to nursing employment conditions, the policy will be discussed in professional conference committee for nurses' suggestions.
- 7.6 In the event a recommendation of the Conference Committee is in conflict with agreement, the Association and the Hospital may by mutual agreement through a letter of understanding change the conflicting language.

8.0 DEFINITION OF HOURS

- 8.1 Regular Work Period. The regular work period shall consist of 40 hours within a seven (7) day period.
- 8.2 All Nurses shall be considered to have a 40-hour work period.
- 8.3 Regular Work Shift. A regular work shift shall be designated as 4, 6, 8, 10, 12, or 16 hours. Provided however, a different shift may be scheduled by mutual agreement from time to time in order to meet patient care needs and provide coverage due to the mix of shifts. Overtime shall not accrue unless the nurse works in excess of 40 hours in a week.
- 8.4 Flex Shift Hours - See Schedule D - Flex Shifts
- 8.5 Extra Shift Premium - See Section 24.8 - "Extra Shift Premium"
- 8.6 On Call Hours - See Section 25.1 - "On Call Pay"
- 8.7 Shift Extension Pay - See Section 24.11 - "Shift Extension Pay"
- 8.8 PDR Hours - See Schedule A - "Policy for Per Diem Registry (PDR's)"
- 8.9 Meal periods are normally thirty (30) minutes and shall not be counted as hours worked. Employees interrupted during meal periods must attest to a missed meal by using the current timekeeping procedures, except on designated shifts or departments where meal periods are regularly paid. Interrupted unpaid meal periods will be paid as time worked. Twelve (12) hour shifts at night shall be paid for twelve and one-half (12½) hours.
- 8.10 Rest period. A fifteen (15) minute rest period in each four (4) hour period shall be provided each nurse.
- 8.11 Nurses who work three (3) twelve (12) hour shifts in a week shall be paid and accrue Paid Time Off benefits on the basis of actual hours worked.

- 8.12 Employees must clock in and out at the time clock nearest their assigned work/meeting area. Employees may not clock in prior to seven (7) minutes before the start of their shift/meeting.

Management will monitor and address overtime issues that are identified by monitoring overtime and employee work performance

The Hospital and the Association recognize the importance of decreasing the amount of overtime paid to nurses as part of their joint financial responsibility. The parties agree to the aforementioned process and ongoing communication to decrease the number of end of shift overtime hours. The Association agrees to provide time and effort to communicate, educate, and emphasize the importance of reducing overtime.

- 8.13 If an employee reports for work on a regular schedule and is sent home within two (2) hours for lack of work, or if an employee is asked to report, reports, and is sent home within two (2) hours, that employee shall receive two (2) hours pay.
- 8.14 Scheduling of additional shifts at management's request prior to schedule posting, will be subject to compensation per section 24.8. Nurses shall not be scheduled in addition to their bids without prior consent. In the event a nurse is not needed to work a shift for which they have signed up, the hospital shall notify the nurse at least two (2) hours before the beginning of the shift. This does not apply to nurses on call or call back from low census.
- 8.15 Employees who are required to testify in court on Hospital-related business will receive their regular rate of pay for all time they are required to be away from assigned work by giving of such testimony. This time will be counted as hours worked in computing overtime pay. Provided, however, employees who appear as witnesses for a party adverse to the Hospital in any proceeding shall not receive pay for the time testifying, nor shall the time be counted as time worked.
- 8.16 After completion of the probationary period, employees who are called for jury service on a district or federal court jury shall be excused from work for the time period for which they serve and shall be paid the difference between their jury pay and their regular pay. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. When an employee is selected as a juror in a particular case, the supervisor shall be notified and the employee shall not be expected to return until the particular case is finished. Upon completion of the case, the supervisor will be notified. Any employee called for jury duty who is temporarily excused from attendance at court must report to work if sufficient time remains after such excuse to permit at least two (2) hours of work during the employee's normal work day. However, in no circumstance, unless by mutual written agreement between the Hospital and employee, should the total combined hours of jury duty and hours worked exceed the hours of the nurse's regular shift.

- 8.17 In the event the disaster plan is activated management may require nursing staff to report to work.
- 8.18 No nurse shall be required to rotate shifts except upon mutual written agreement between the nurse and the Hospital. This does not apply to nurses hired after April 1, 1994 who may be required by the Hospital to rotate shifts if they have hired into a rotating bid. For all major cost centers (greater than 20 RN), 50% of day positions will be straight days and 50% of night positions will be straight nights. The remainder of the positions may be rotating as outlined in their respective position posting and hire letters.
- 8.19 Regular full-time and regular part-time nurses shall not be required to work more than every other weekend, namely Saturday and Sunday for day and evening shift, and Friday and Saturday for night shift.
- 8.20 Upon management approval nurses shall be permitted to use accrued Paid Time Off for one scheduled weekend during prime time and two scheduled weekends during non-prime time per year.
- 8.21 Time schedules and scheduled days off shall be posted at least two (2) weeks in advance for at least a four (4) week period. Posted schedules may be changed by mutual consent between the nurse and the Hospital. 8-hour and 10-hour nurses will not be scheduled to work more than 5 consecutive days unless mutually agreed between the hospital and the nurse involved. 12-hour nurses will not be scheduled to work more than 3 consecutive days unless mutually agreed between the Hospital and the nurse involved. Every effort will be made to schedule 12 hour night shift nurses with at least two consecutive nights off unless mutually agreed upon. If no nurses are available to be scheduled, the nurses in the affected unit will be responsible to resolve the scheduling conflict.
- 8.22 Exchange of scheduled shifts and/or days off may be arranged so long as the nurse and an equally qualified replacement submit a written request twenty-four (24) hours in advance, and secure the written approval of the appropriate supervisor and overtime pay will not result.
- 8.23 Every other Friday is payday unless that day is a holiday, in which event payday will be Thursday. Payroll for all employees shall be by direct deposit.

8.24 For holiday scheduling, Christmas and Thanksgiving shall be considered the prime holidays. The nurse shall be guaranteed every other Christmas and Thanksgiving off. On years in which the nurse is scheduled to work and/or take call on Christmas, she/he will have Thanksgiving off and vice versa. If the nurse prefers New Years instead of Thanksgiving, she/he may submit her/his request to the nurse manager. In the case where the holiday falls on a weekend, the nurses may be required to work a split weekend, resulting in consecutive weekends.

A nurse's holiday obligation is satisfied when the majority of the nurse's regularly scheduled shift falls during the defined paid holiday hours. For example, a nurse scheduled 1900-0700 on the eve of the holiday meets the holiday obligation.

For departments that are closed on the holidays and staffed with call coverage, a nurse's holiday obligation is satisfied when the majority of the nurse's scheduled call shift falls during the defined paid holiday hours.

For departments with holiday call, all nurses will be assigned to a holiday rotation, except those nurses who may not be required to take call per Section 25.11. Holiday call will be assigned in an equitable manner.

Holiday staffing will be reviewed by the Professional Conference Committee at the September meeting for consistency and adequacy. The hospital will make a concerted effort to avoid floating staff to another department during prime holidays. The Professional Conference Committee will evaluate holiday staffing at the meeting preceding the holiday and retrospective assessment will be made after the holiday.

8.25 Nothing in this agreement shall constitute a guaranteed work day or work week except as expressly defined in this agreement.

8.26 Holiday Hours - See Section 24.13 - "Holiday Pay"

8.27 Prime time shall be defined as follows:

1. Thanksgiving week.
2. Christmas week through New Year's week.
3. Week preceding Memorial Day through week following Labor Day.

If Christmas falls on a Saturday, the week preceding will be Christmas week. If Christmas falls on Sunday, the week following will be Christmas week. The same will apply in determining New Years week.

8.28 Requests for summer prime time vacation shall be submitted to the Clinical Nurse Manager by April 15. Approved vacation time list shall be posted by May 1. *Requests for winter prime time vacation shall be submitted to the Clinical Nurse Manager by September 1st.* Approved vacation time list shall be posted by September 15th. After the approved vacation time list is posted, it is the nurse's responsibility to appropriately trade vacation time, if approved by the Clinical Nurse Manager.

8.29 An RN may use seniority no more than once to secure prime time vacation for one period during the calendar year. An RN shall not use seniority to secure the same prime time vacation period in consecutive years.

8.30 Nurses will not perform air or ground transports for the Hospital. If a nurse is asked to perform a transport for the hospital, the administrator on call must be notified immediately.

9.0 PAID TIME OFF PLAN

9.1 The Paid Time Off (PTO) Plan, including the Extended Illness Bank (EIB), as provided by the Hospital on the date of this agreement, shall apply to the employees covered by this contract pursuant to the following terms and conditions.

Paid Time Off (PTO) is a unique benefit that combines the traditional vacation, holiday, and short term sick leave into a paid "bank" of time off. It is available to part-time and full-time employees. PDR Nurses are not eligible to participate in the PTO plan. Employees begin accruing PTO hours on their first day of regularly scheduled employment and PTO hours may be taken once they are accrued, on a pre-approved basis only.

EXTENDED ILLNESS BANK (EIB)

No further EIB accrual will occur effective September 18, 2016, the first full pay period following ratification of the RN contract. All existing EIB accruals for then-current nurses shall be frozen as of that date. Nurses hired on or after September 18, 2016 will not accrue or participate in EIB.

From the first full pay period in March of 2016 through December 31, 2019, after a seven (7) calendar day waiting period, nurses with accrued EIB may use it for their own illness or (after only 24 scheduled work hours) for a family member. During that time, nurses who have accrued EIB and wish to "top up" their short-term disability or workers' compensation benefit such that they receive 100% of their compensation must first use EIB. Nurses who have exhausted or do not have accrued EIB may use PTO to "top up" their approved short-term disability or workers' compensation benefit.

From the first full pay period following September 18, 2016 through December 31, 2019, after a waiting period of twenty-four (24) scheduled work hours, nurses with accrued EIB may use it for: (1) approved continuous federal or state leave of absence (includes maternal and paternal baby bonding) to care for a family member's illness; and (2) approved intermittent leave to care for a family member after PTO has been exhausted.

Each nurse's EIB bank and any accrued EIB held therein will automatically terminate on December 31, 2019 with no further action of the parties, and any remaining EIB balance at that time will not be available for any use. EIB cannot be converted to cash and is not payable upon termination under any circumstances.

Effective the first full pay period following September 18, 2016, PTO will be accrued consistent with the Hospital Policy effective December 28, 2014:

Eligible nurses will earn PTO each pay period at the following rates based on actual hours worked in the previous two weeks. PTO will not be earned on any hours exceeding a 1.0 FTE status (i.e., 40 hours per week).

| <u>Length of Service in Benefit Status Accrual</u> | <u>PTO Accrual per hour</u> | <u>Earnings per Pay Period (Based on 1.0 FTE)*</u> | <u>Max PTO Accrual</u> |
|--|-----------------------------|--|------------------------|
| <u>Less than 3 years</u> | <u>.0961</u> | <u>7.69 hours</u> | <u>300 Hours</u> |
| <u>3 to less than 5 years</u> | <u>.1077</u> | <u>8.62 hours</u> | <u>336 Hours</u> |
| <u>5 to less than 10 years</u> | <u>.1153</u> | <u>9.23 hours</u> | <u>360 Hours</u> |
| <u>10 to less than 15 years</u> | <u>.1269</u> | <u>10.15 hours</u> | <u>396 Hours</u> |
| <u>More than 15 Years</u> | <u>.1346</u> | <u>10.77 Hours</u> | <u>420 Hours</u> |

*PTO earnings per pay period pro-rated if work less than 1.0 FTE. Maximum accruals are not pro-rated.

Eligible Hours

Eligible hours for accrual of Paid Time Off (PTO) are defined as:

- a. Regular hours worked
- b. Paid Time Off hours paid
- c. Extended illness hours paid
- d. Low-Census hours taken off for the hospital's convenience
- e. Short-term disability benefits paid

Note: Overtime hours and PTO Buyback hours, if applicable are excluded

Provisions of Paid Time Off (PTO)

9.2. Part-time employees regularly scheduled to work at least .5 FTE and full-time employees are eligible to accrue Paid Time Off (PTO).

9.3. Paid Time Off (PTO) is considered useable once it is accrued.

9.4. PTO hours/days must be accrued before time can be taken off with pay.

- 9.5. PTO hours must be approved and scheduled in advance by the employee's supervisor in order to be paid. In case of illness, the employee must notify his/her immediate supervisor or designee before the scheduled start of a shift and daily thereafter before start of shift. A supervisor may approve PTO payment for illness when an employee goes home after starting a shift. PTO paid for illness will be paid in the amount of the scheduled hours missed. Upon approval of the Department Manager, a nurse may take one shift (unpaid) off per calendar year, two shifts off per calendar year after ten years of continuous service, and three shifts off per calendar year after twenty years of continuous service, and forty hours off per calendar year after twenty-five years of continuous service without pay provided that the nurse finds coverage for her/his shift without resulting in overtime. The nurse must complete a trade slip with the covering nurse for approval. Nurses in eight months on/four months off and ten months on/two months off positions are exempt from additional days off without pay. All other PTO will be paid as scheduled and authorized by the employee's supervisor.
- 9.6. The following days will be considered as traditionally designated PTO holidays: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day.
- 9.7. Compensation for PTO hours will be at the employee's base hourly rate.
- 9.8. Intentionally omitted.
- 9.9. Upon termination, all accrued PTO will be paid out in conjunction with the normal pay periods.
- 9.10. Intentionally omitted
- 9.11. Department managers shall have established policies regarding their scheduling needs and the needs of their employees.
- 9.12. Regularly scheduled days or hours off without pay will not be granted to employees who have accumulated hours except in the following cases:
- a. When such leave is at the hospital's request
 - b. Active military duty training to a maximum of fifteen (15) days
 - c. Educational purposes
 - d. Low census periods
 - e. As outlined in 9.5
- 9.13. Employees working on traditionally designated holidays will be compensated at the rate of one and one half (1½) the employee's regular rate of pay.
- 9.14. Intentionally Omitted.
- 9.15. A nurse changing from a regularly scheduled employee to a PDR position will be required to cash in their accrued PTO at the time of the status change.
- 9.16. Paid Time Off buyback options are subject to change with IRS rulings. Any authorized buyback will be pursuant to Hospital policy.

- 9.17. A staff RN may use a maximum of 120 PTO hours not to exceed 16 consecutive days off during prime time and not to exceed 23 consecutive days off during non prime time, provided all requested days off are approved in advance by the employee's supervisor. However, by mutual agreement between a nurse, the manager and Chief Acute Services Officer or Senior Directors of Surgical Services, Medical Services and Critical Care Services these limits may be exceeded.
- 9.18. A nurse may donate Paid Time Off to another employee of St. Patrick Hospital in cases where the employee has been absent from work for a period long enough to exhaust their own available accrued leave (i.e., Paid Time Off and any available EIB. The donating nurse must maintain a minimum of forty (40) hours in his/her own PTO bank. Receipt of or donation of PTO must be in accordance with the Hospital policy.
- 9.19. Subject to changes in the law, bargaining unit nurses may elect to use available accrued extended illness bank (EIB) benefits in lieu of temporary or partial disability payments due under workers compensation until such time as the available EIB days or hours are exhausted. Nurses who elect to use available EIB benefits will waive, in writing, all retroactive TTD/TPD payments attributable to any days or hours for which the injured nurse received EIB benefits. Injured nurses who remain eligible will receive workers compensation TTD/TPD and may supplement the worker's compensation amount up to their normal salary with PTO.
- 9.20. Flex nurses will be paid for worked hours only and will accrue and receive PTO benefits based on actual hours worked. See Schedule D "Flex Shift"

10.0 NO STRIKE, NO LOCKOUT

- 10.1 There shall be no strikes, lockouts, or other stoppages or interruptions of work during the life of this agreement. In case of violation of this clause, the parties shall have all legal remedies available to them.
- 10.2 Both parties to this agreement recognize that it is the individual's right to honor or refuse to honor a picket line.

11.0 AGENCY SHOP

- 11.1 Membership in the MNA and Local Unit shall be a matter of personal choice, on an individual basis, with employees within the bargaining unit. A present or future employee within the bargaining unit who is not a member of the MNA and local unit shall, upon completion of sixty (60) days of employment or within thirty (30) days of the effective date of this agreement, whichever is the later, as a condition of continued employment with the Hospital, will pay a service fee to the Association. Upon request of the objecting nurse, the Association shall provide documentation to the employee of how and by what standards the service fee rate has been established.

- 11.2 The employer will deduct membership dues from the salary of each nurse 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 written notice of the revocation is given by the nurse to the Hospital. Withheld amounts shall be forwarded to the Association office on a monthly basis following the actual withholding together with a record of the amount and names of those for whom deductions have been made.
- 11.3 An employee who can document sincere religious belief in a religion which historically has held objection to any participation either financially or by membership in a professional association or labor organization will be held in compliance with this article. Such employee will be requested to present proof to the Montana Nurses' Association of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious charitable organization listed below: (a) Missoula County Cancer Association; (b) Montana Arthritis Foundation; (c) Montana Crippled Children's Association; (d) Montana Heart Association; (e) St. Patrick Hospital and Health Foundation; (f) Renal Disease Association; (g) Diabetes Association; (h) National Alliance for Mentally Ill; (i) University of Montana Library.
- 11.4 Any employee who fails to comply with the foregoing provisions shall be discharged by the Hospital 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 provisions of this article prior to actual discharge, the employee may continue in employment.
- 11.5 In the event of any discharge pursuant to the terms of this article, the Association hereby agrees to indemnify and save Hospital harmless from any loss as a result of such discharge.
- 11.6 A representative of the Hospital and the local unit will orient new employees to this contract for a period not to exceed one (1) hour during the course of hospital orientation. The Hospital shall deliver to new employees during the nursing orientation:
- A. Information as to accessing the current contract between the Association and the Hospital.
 - 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.
 - E. A current job description.

The Association agrees to supply the Hospital with sufficient quantities of A, B, C & D.

12.0 INSURANCE PROGRAMS

- 12.1 The Hospital agrees to continue its current life insurance programs with the same contributions toward the cost thereof during the term of this agreement.
- 12.2 Workers' compensation - All nurses shall be covered by workers' compensation insurance carried by the Hospital for the protection of the employees. Injuries received at work, no matter how minor, must be reported immediately to the supervisor by the filing of an Employee Injury/Incident Report (EIR).
- 12.3 The Hospital will provide eligible nurses the same short-term disability benefit it provides other Hospital employees. The short-term disability benefit will become effective no later than 30 calendar days following ratification. Nurses on an approved leave for their own illness or injury at the time of ratification will complete that leave under the pre-ratification plan. Notwithstanding the foregoing:
- A. Any benefit-eligible nurse shall be eligible to file a short-term disability claim, and there shall be a seven (7) calendar day waiting period from the date of disability before benefits begin. Short-term disability claims should be filed as soon as possible, but no later than ten (10) calendar days from the date of disability.
 - B. Nurses on an approved short-term disability leave shall be paid 60% of their base pay and, if applicable, shift differentials and premium pay. All short-term disability benefits paid shall be subject to taxes.
 - C. Benefits are payable for a maximum of twenty-five (25) weeks after the seven (7) day waiting period.
- 12.4 The definition of Full Time and Part Time employees for the purpose of health insurance benefits will be defined the same as other Hospital employees. The effective date for health insurance benefits for PT and FT RNs will be the same as other Hospital Employees. Full-time employees are entitled to paid health insurance on an individual basis commencing the first (1st) day of their employment at the Hospital. Commencing their first (1st) day of employment by the Hospital, regularly scheduled part-time employees are entitled to partial payment at a minimum of sixty percent (60%) of the employee individual health insurance premium. Nurses who are regularly scheduled at least sixty (60) hours per pay period will be considered full-time for the purposes of insurance coverage only. Nurses who are regularly scheduled forty (40) to fifty-nine (59) hours per pay period will be considered part-time for purposes of insurance coverage only.

Part time nurses who are currently employed fewer than twenty (20) hours, but sixteen (16) or more hours, per week, or who were grandfathered in from previous contracts at fewer than sixteen (16) hours per week and as of December 31, 2007 were receiving partial payment of the employee individual health insurance premium shall continue to receive their partial payment of the employee individual health insurance premium.

- 12.5 Benefits-eligible nurses shall participate in the same health and welfare programs as other Hospital employees, with the same plan design, co-pays, co-insurance, employee contribution and net deductibles, except as modified by this Agreement.

Through plan year 2019, the Hospital will offer an HRA Medical Plan, an HSA Medical Plan, and a health incentive that can be earned by participating in the annual well-being initiative offered by the Hospital.

- 12.6 At the time of employment, all nurses will be required to have a T.B. survey, or chest X-ray free of cost. The nurse shall be given a copy of all reports, if requested. Nurses may be required to submit to an annual TB and mask fit testing according to Hospital policy.

13.0 USE OF HOSPITAL FACILITIES

- 13.1 The Association, acting through the nurses' local unit, may use the available rooms at the Hospital for Association meetings. The Association shall have the right to use designated Hospital bulletin boards at each time clock, and on individual department's, subject to standard Hospital policy, to announce meetings of the local unit, district, state, or national Association, and to otherwise inform its members of professional interest. The Association agrees not to use the bulletin boards to post controversial material. Current Hospital policy is to be followed for room requests for meetings. Association meetings at which management personnel of the Hospital would not be welcome by the Association in its role as collective bargaining representative shall not be held on Hospital property.

- 13.2 Let it be further understood that the Hospital shall supply a complete list of all registered nurses in the bargaining unit at least every three (3) months, such list to include the names, complete mailing address, shift, phone number, department and employee status. Each month a list of terminations, new hires, transfers into covered positions, and nurses completing probationary period will be supplied. Once a year the complete list will include the date of employment. Hospital facilities are not to be used for seminars or workshops in collective bargaining. Use of Hospital facilities for other than purely local unit functions will require prior written approval by Hospital.

14.0 SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFFS

- 14.1 All nurses shall accrue house-wide seniority from the date of their most recent employment with the Hospital in a bargaining unit position after completion of the probationary period provided herein. Seniority shall be determined by the length of continuous employment.
- 14.2 Provided qualifications and ability are approximately equivalent, promotions, transfers, and recall following lay-off shall be governed by house-wide seniority.

Seniority for promotions and transfers shall be governed by house-wide seniority based on date of hire as an RN in a bargaining unit position, provided that skills, qualifications, and experience of the applicants are approximately equivalent. For the purposes of a department's new positions and job vacancies, a full-time or part-time Nurse who is currently working in the department and has worked at least 1248 hours within the last year within that department shall be considered "experienced" in that department. Resource Pool staff will be considered in unit experienced if they have been oriented to that unit and have worked 1248 hours within the last year.

Layoffs shall be governed by reverse house-wide seniority of Registered Nurses within the impacted unit based on years of employment in a bargaining unit position

Recall from layoffs shall be governed by house-wide seniority based on date of hire as an RN in a bargaining unit position.

The Hospital shall be the judge of qualifications and ability. A lay-off is defined as a separation from employment for reasons not reflecting discredit on a nurse. The nurses affected and the Association shall be advised of lay-offs in writing, stating the reason, at least thirty (30) days in advance, except in cases of emergency.

- 14.3 Seniority shall terminate upon: (a) discharge for just cause; (b) resignation; (c) failure to report concerning work following recall from lay-off within three (3) working days after notice of recall, and/or failure to report to work as agreed; (d) failure to report for work following expiration of leave of absence; (e) absence from work for three (3) consecutive days without reporting; (f) lay-off for twelve (12) consecutive months. The occurrence of (c), (d), or (e) shall constitute voluntary termination.

- 14.4 New positions and job vacancies in the hospital shall be made available to all employees. Vacancies shall be posted on at least one designated bulletin board and on the hospital intranet for a minimum of five (5) days excluding weekends. Additional hours of less than fifteen (15) per pay period need only be posted in the department. For the purposes of new positions, job vacancies, and transfers, a Nurse holding a temporary bid shall be considered for available positions based on his/her employee status prior to beginning the temporary bid. Preference will be given to part-time or full-time regularly scheduled in-house applicants pursuant to section 14.10 provided that in the Hospital's judgment there is no shortage of qualified staff in the specific clinical area. If no qualified applicant part-time or full-time regularly scheduled in-house has been found, the Hospital may offer the position to one of the in-house PDR applicants who have met the requirements pursuant to paragraph 10 of Schedule "A". Managers will be notified by HR of all internal (Saint Patrick Hospital) applicants. RNs applying for internal positions will inform those managers of interest. Managers or designee in collaboration with HR will notify internal candidates (Saint Patrick Hospital) of the final status of the positions.
- 14.5 Applicants for a position shall be notified in writing of acceptance or rejection within seven (7) calendar days after a posting is closed.
- 14.6 Every month a list of all unfilled positions will be reported to the Professional Conference Committee.
- 14.7 Upon notification of acceptance to a position, a nurse shall assume that position within thirty (30) calendar days unless mutually agreed otherwise.
- 14.8 Intentionally omitted.
- 14.9 When nursing administration determines that a vacancy shall temporarily or permanently not be filled, notice and a brief explanation will be given to the Professional Conference Committee.
- 14.10 When a nurse transfers from one job position to another, the clinical qualifications of the nurse will be assessed jointly between the nurse and the Nurse Manager. An assignment decision will be made by the Nurse Manager, giving full consideration to the individual nurse's qualifications and general patient care needs. Any needs the nurse may have for expansion of clinical qualification will be evaluated and a plan for implementation will be made.
- 14.11 New employees who have satisfactorily completed their probationary period may bid on another position in another unit after completing one (1) year of continuous satisfactory service. Existing employees must serve a minimum of six (6) months in a position prior to requesting a transfer to another unit. In cases of special circumstances or Hospital need, the Hospital may make exceptions.

14.12 Nurses who are trained, other than routine orientation, for specific job requirements by the Hospital, must secure approval of the Hospital to bid for another position if they have not remained in the position for which they were specifically trained for at least twelve (12) months. However, if the nurse has been employed by the Hospital for seven (7) years, she may bid into another unit after six (6) months. In cases of special circumstances, the Hospital may make exceptions.

15.0 POLICY FOR PER DIEM REGISTRY (PDR)

15.1 The Policy for Per Diem Registry is attached hereto as Schedule A.

16.0 TERMINATION OF EMPLOYMENT

16.1 Following completion of the six (6) month probationary period provided in this agreement, an employee shall not be discharged except for just cause.

16.2 With the exception of probationary employees, the Hospital shall give three (3) weeks written notice of termination of employment or three (3) weeks pay in lieu of such notice.

16.3 A nurse shall give the Hospital at least three (3) weeks notice of intent to terminate. It is hereby stated as Association policy that employees give as much notice of termination as possible.

16.4 Any exiting nurse may schedule an exit interview with Human Resources and/or the Chief Acute Services Officer or Senior Directors of Surgical Services, Medical Services and Critical Care Services.

17.0 EVALUATIONS

17.1 Every registered nurse shall have an informal verbal evaluation approximately at the half-way point in the probationary period and a written evaluation at the end of the probationary period, to come within approximately one (1) week of the end of the period. Thereafter, evaluations will be annually.

17.2 Evaluations will be discussed with the nurse in a private conference away from the work area and relieved of patient care responsibilities, and the nurse will have an opportunity to insert in the evaluation any comment about the evaluation or the work situation. The nurse will acknowledge the evaluation by signature to indicate only that it has been reviewed, and not necessarily agreed with.

17.3 Nurses will have access to their personnel file with a Human Resources member. An area will be provided for viewing. A copy will be provided at the usual charge for copies. Each employee has the right to offer a statement of rebuttal to become part of their personnel file. Nothing shall be added to the nurse's personnel file without prior knowledge of the nurse. All anecdotal records used in evaluation or disciplinary action shall be affixed to the formal disciplinary or evaluation document. All other anecdotal records may be removed from the personnel file after one year at the nurse's request.

18.0 DISCIPLINE

- 18.1 In taking disciplinary action, the Hospital shall follow the principle of progressive action directed towards the goal of correction. Provided, however, the parties acknowledge that there may be circumstances justifying immediately suspension and/or discharge.
- 18.2 Except in instances justifying immediate suspension and/or discharge, nurses will be advised of their failure to meet expected standards through the use of first verbal and then written warnings. When a verbal warning is given, the nurse shall be informed that this is the first step in disciplinary action. All verbal warnings will be documented as such in the nurse's personnel file, and shall include the date and reason, and the nurse's signature acknowledging receipt of the warning.
- 18.3 Normally, the second step in disciplinary action will be a written warning when the nurse again fails to meet expected standards. A written warning shall be dated, state the reason for the warning, and shall be signed by the nurse, indicating her receipt of a copy.
- 18.4 Verbal and written warnings shall take place in a private area. When appropriate, counseling shall include written goals, objectives, and means of achieving the same.
- 18.5 If the process of oral and written warnings does not correct the nurse's performance, she will be subject to suspension and/or discharge.
- 18.6 Disciplinary suspension shall be without pay and fringe benefits.
- 18.7 Discipline shall be instituted within ten (10) working days of management's knowledge of the infraction giving rise to the discipline.
- 18.8 Any disciplinary action hereunder shall be subject to the grievance and arbitration clause of this agreement.
- 18.9 Whenever there is a meeting between a nurse and the supervisor or administration which may result in a written disciplinary action, the nurse shall be advised of the right to have an Association representative present. If the nurse declines, it will be documented on the disciplinary form.

18.10 All anecdotal records used in evaluation or disciplinary action shall be affixed to the formal disciplinary or evaluation document. All other anecdotal records may be removed from the personnel file after one year at the nurse's request.

18.11 In the case of assessment of disciplinary action, the nurse will be given, without charge, copies of any documentation used in the assessment of the action.

19.0 GRIEVANCE PROCEDURE

19.1 In the event of any controversy concerning the meaning, application, or alleged violation of any provision of this agreement, not expressly excluded from grievance procedures, such controversy shall be treated as a grievance and shall be settled, if at all possible, by the following procedure. A grievance must be signed by the individual filing the grievance and a copy provided to a local unit representative and the MNA Office. No grievance shall be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is filed. Failure of the Hospital to respond to a grievance within the time limits prescribed shall automatically refer the grievance to the next step in the grievance procedure. Any grievance not carried to the next step by the Association or employee within the prescribed time limits shall be automatically closed on the basis of the last disposition. The steps and applicable time limits are outlined below.

STEP 1 - Employee and Immediate Supervisor or Manager

- Employee submits grievance in writing within ten business days (M-F) of event.
- Employee and supervisor or manager meet within five business days of submission of grievance.
- Supervisor or manager responds in writing within five business days of meeting.
- If employee does not have a Supervisor or Manager, begin at Step 2

STEP 2 - Employee and Director

- Employee appeals in writing within five business days of supervisor or manager's response.
- Employee and Director meet with five business days of appeal.
- Director responds in writing within five business days of meeting.

STEP 3 - EMPLOYEE AND DIVISION VICE PRESIDENT

- Employee appeals in writing within five business days of Director's response.
- Employee and Division Vice President meet within five business days of appeal.
- Division Vice President responds in writing within five business days of meeting.

In the event the Association does not agree with the written final decision of the Division Vice President, within fifteen (15) days of receipt of such decision, the Association shall have the opportunity to bring the grievance forward to arbitration.

- 19.2 Working/business days shall mean all days except weekends and holidays. The time limits set forth herein may be extended by mutual agreement between the parties in writing. No grievance or grievance processing shall interfere with the work of the hospital. Time spent by a grievant in the grievance process shall be without pay.
- 19.3 In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within five (5) days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be born equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

20.0 ARBITRATION

- 20.1 In the event the parties are unable to resolve a grievance, either party may request within five (5) days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expenses of mediation shall be born equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until completion of mediation.
- 20.2 In the event a grievance is submitted to arbitration within the time limits prescribed in the grievance procedure, the Hospital and the Association shall select a disinterested third party to serve as arbitrator within five (5) working days from the date the matter is submitted to arbitration. In the event the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit the names of eleven (11) arbitrators. The loser to a coin toss between the parties shall strike the first name on the list, the winner the second and so forth, until the last arbitrator remains as the individual to arbitrate the case.
- 20.3 The decision of the arbitrator shall be final and binding upon the Hospital, the Association, and the employee. The cost of the arbitrator shall be borne equally by the parties. Each party shall bear the cost of presenting its own case. The arbitrator selected shall be requested to render a written decision within thirty (30) days following the arbitration hearing.

- 20.4 The arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this agreement. The arbitrator shall not have any authority to substitute his discretion for management's discretion.
- 20.5 The arbitrator shall have no power to establish language for this agreement, wage scale rates or new or changed jobs or to change any wage rates or fringe benefits.
- 20.6 Upon mutual agreement of the parties, in special instances, arbitration shall be referred to a panel of five (5) persons consisting of two (2) representatives selected by each party and a disinterested chairman selected in the same manner as provided for selection of the arbitrator. Such panel shall be subject to the same limitations as provided for the arbitrator.

21.0 TOTALITY OF AGREEMENT

- 21.1 This agreement constitutes the entire agreement between the Association and the Hospital and no alteration, understanding, variation, waiver, change or modification of any of the terms or conditions of this agreement shall be applicable unless agreed to in writing by the Hospital and the Association. The parties agree that each, during the negotiation of this agreement, had an opportunity to raise and negotiate any and all issues or questions concerning wages, hours and other conditions of employment, and waive further discussion unless by mutual consent.

22.0 PROFESSIONAL DEVELOPMENT

- 22.1 The primary responsibility for education rests with each individual nurse. Nurses are required, during the evaluation process to communicate their suggestions and requests with regard to educational topics to be covered to the appropriate manager. The Association agrees to promote active participation in, and attendance at the educational programs provided by the Hospital.
- 22.2 The primary responsibility will be shared by the Hospital and nurses with the Hospital maintaining provider status for continuing education. A minimum of two (2) CEU programs will be developed and offered per year through the education department. Nurses may assist in the development and presentation of programs. MNA Local #17 may, based upon availability of funds, provide a scholarship to nurses who participate in organized professional development and provide proof of attendance and fee paid. The amount of the scholarship will be determined by Local # 17 funds and number of applicants.
- 22.3 When education programs are posted, the Hospital will indicate if attendance is mandatory. Compensation for mandatory in-services shall be at the nurse's regular rate of pay unless the Hospital requires attendance at a time that results in overtime.

- 22.4 The Hospital will orient new and returning nurses to the institution, its policies and procedures, the nurses' functions and responsibilities as defined in the job description. Orientation will meet all JCAHO requirements as well as any requirements described in the nurse practice act. Except in case of extenuating circumstances, orientation will not be superseded by staffing requirements.
- 22.5 The educational needs of the nurses and the departments will be identified and developed in team meetings and Shared Governance Councils for delivery and review by the Hospital. It is understood that the Hospital supports continuing education and will make a reasonable effort to allocate resources to meet the needs of the Hospital and the nurses.
- 22.6 Nurses may be required to give in-service training after completing a course.
- 22.7 Employees required by the Hospital to attend educational seminars or meetings shall be reimbursed for registration fees, public transportation at cost, or with the approval of the Chief Acute Services Officer or Senior Directors of Surgical Services, Medical Services and Critical Care Services, personal transportation expenses at current IRS sanctioned rate for the driver furnishing the automobile. Lodging and meals shall be reimbursed on the basis of reasonable and prudent expense.
- 22.8 Educational leave required by the Hospital shall be without loss of pay to the employee.
- 22.9 A nurse who has received specialized training at the expense of the Hospital and who terminates without having worked for at least one (1) year after such training, may be required by the Hospital to repay all or part of the cost of such training paid by the Hospital. Consideration will be given to the reason for termination in making request for such repayment. Nothing contained in this paragraph shall make the Association responsible for such reimbursement. The employee must be informed of this clause at the time of application for training.
- 22.10 In-service education programs will be provided on a continuing basis for all nursing personnel. It is the responsibility of all nursing employees to attend mandatory in-service programs. Applicability to specific personnel will be indicated on the program notices. All nurses will be compensated for attendance at appropriate in-service education meetings.

- 22.11 Upon completion of the probationary period, each registered nurse will be paid for all Hospital required education. In addition, An RN shall be eligible for up to eight (8) hours of non-mandatory education per year with pay mutually agreed upon between the RN and manager-director. A nurse shall be eligible for additional paid educational hours with prior notice and mutual agreement between the nurse and the manager-director. Non-mandatory education shall include non-mandatory in-service, conferences, and seminars authorized by the manager-director. Compensation shall be at the nurse's regular rate of pay unless the Hospital requires attendance at a time that results in overtime.
- 22.12 All nursing staff may have 1 National Certification identified on their name badge. In the event a staff member has more than one certification, the certification that is most closely associated with the work area will be designated on the badge. The National Certifications permitted are those recognized by or provided through National Nursing Membership Associations.

23.0 LEAVES OF ABSENCE

- 23.1 Nurses may be eligible to take leaves of absence. The leave is a predetermined and definite time during which a nurse applies to be absent from work, with or without pay, and without a break in continuous service. At the conclusion of the leave, the nurse will be restored to her/his previous position, shift and department when the leave started, or an equivalent position, if possible, with equivalent benefits, pay and other terms and conditions of employment. Unless otherwise provided herein, a nurse on unpaid leave of absence does not accrue any benefits or seniority. Seniority shall be retained during leaves, but no additional seniority or fringe benefits may be earned during leaves.
- 23.2 Family and Medical Leave (Provisions of the Family and Medical Leave Act of 1993 will apply). Nurses who have completed at least 12 months and 1250 hours of service during the 12 months prior to the commencement of the requested leave may be entitled to a total of 12 weeks of leave, with and without pay, during a 12 month period for one or more of the following: 1) birth of a child, 2) placement of a child for adoption or foster care, 3) caring for a spouse, child or parent with serious health condition, or 4) the serious health condition of the nurse employee. The 12 month period will be measured backward from the effective date of the nurse's most recent Family and Medical leave, consistent with federal law and regulation. Nurses who have completed the probationary period, but have not been employed at St. Patrick Hospital for 12 months and 1250 hours, may be granted up to 12 weeks of leave for their own serious health condition. A nurse will be required to provide a Physician or Practitioner Certification of the serious health condition. If the hospital or its third-party administrator questions the certification it may require the nurse to obtain a second opinion at the hospital's expense. The hospital will continue to maintain health insurance coverage under the St. Patrick Hospital Group Health Plan for six (6) months, regardless of pay status. Nurses will be responsible for their portion of the insurance premiums while on paid leave. If the nurse does not return to work for reasons other than a serious health

condition, the hospital may recover the insurance premiums paid during the nurse's leave. The nurse must use all allowable, accrued Paid Time Off hours before an unpaid leave is granted. (Provisions of the Paid Time Off Plan apply). Payment of hours from the Extended Illness Bank for the nurse's own serious illness (includes maternity leave) will be governed by the provisions of the Extended Illness Bank policy.

Leave taken because of a serious health condition, whether that of the nurse or the nurse's spouse, child or parent, may be taken intermittently or on a reduced schedule provided the nurse has notified the hospital in advance and provided certification as to the medical necessity. Leave taken because of the birth, adoption or placement of a child may not be taken on an intermittent or on a reduced work schedule.

23.3 Educational Leave of Absence. Educational leaves may be granted for up to six (6) months following twelve (12) months of continuous employment. The hospital will consider and may grant extensions to the leave if more time is requested. All allowable, accrued Paid Time Off must be utilized before an unpaid leave will be granted. An employee may elect to continue his/her health, dental and life insurance coverages, while on an unpaid leave of absence by paying the monthly premiums. Subject to the operating needs of the Hospital and to the prior written approval of the Chief Acute Services Officer or Senior Directors of Surgical Services, Medical Services and Critical Care Services, reasonable time off without pay shall be allowed nurses to attend professional or educational meetings. Should more nurses within any nursing department apply than may be excused because of operational needs, the application of the senior nurse(s) within the nursing department shall be given priority unless they have exercised their seniority for the same purpose in the previous twelve (12) month period.

23.4 Military Leave. Because of the different types of military duty, the hospital reserves the right to specify the length of time and frequency a leave of absence will be granted. Military leaves are unpaid unless a nurse requests to be paid from his/her Paid Time Off Bank. (Provisions of the Paid Time Off plan policy apply.) A nurse may elect to continue his/her health, dental and life insurance coverages, while on an unpaid leave of absence, by paying the monthly premiums.

23.5 Personal Leave. Nurses with at least six (6) months of continuous employment are eligible to request a personal leave of absence not to exceed twenty-six (26) weeks in any twelve (12) month period. The reason for the leave, impact on the department and the employee's length of service will be taken into account before approving personal leaves. All allowable, accrued Paid Time Off must be utilized before an unpaid leave will be granted. A nurse may elect to continue his/her health, dental and life insurance coverages, while on an unpaid leave of absence, by paying the monthly premiums.

- 23.6 Length of Leave of Absence. Except where governed by the Family and Medical Leave Act of 1993, nurses who have been employed for at least six (6) continuous months are eligible to request a leave of absence for illness or disability not to exceed twenty-six (26) weeks in any twelve (12) month period. Except as otherwise provided in this Article, the Hospital will continue its contribution toward the nurse's group health, dental, vision and accident/life insurance benefit package for six (6) calendar months. During the portion of the leave that is paid from PTO and/or EIB, the nurse's portion of insurance premiums will continue to be deducted. Once PTO and/or EIB are exhausted, the Hospital will pay the complete insurance premiums for the remainder of the six (6) month period.
- 23.7 Application and Approval of Leaves of Absence. For all leaves except educational, personal and bereavement leave, a nurse must request leaves of absence by submitting a request to the Hospital's third-party administrator for processing and approval. When practicable, nurses shall request leave at least 30 days prior to the start of the leave. A nurse undergoing planned medical treatment shall attempt to make a reasonable effort to schedule the treatment to minimize disruptions to St. Patrick Hospital operations. The Hospital's third-party administrator will coordinate leaves of absence with the department manager. In addition, employee notification and record keeping required under the Family and Medical Leave Act of 1993 will be maintained by the Hospital's third-party administrator. For educational, personal and bereavement leaves, nurses must submit a request to their department manager who will coordinate with Human Resources.
- 23.8 After satisfactory completion of the probationary period an unpaid leave of absence shall be granted upon request of a nurse of a period not to exceed twelve (12) weeks for maternity, including adoption of newborns, without loss of benefits accrued to the date such leave commences. Accrued EIB, PTO and STD shall be used in case of pregnancy, consistent with the Extended Illness Bank and PTO policies, and Article 9, Paid Time Off Plan. However, a maximum of six (6) weeks of benefits may be used starting with the child's date of birth unless objective medical evidence supports the need for time off outside of the already approved six weeks. Upon return to employment after maternity leave of up to twelve (12) weeks, the nurse will be reinstated to the same position. Nurses returning to employment after leaves of absence for more than twelve (12) weeks will be reinstated to an equivalent position, unless the Hospital's circumstances have so changed to make it impossible or unreasonable to do so.
- 23.9 Employees on leave of absence shall not be permitted to engage in gainful employment without the Hospital's written consent, which shall not be arbitrarily withheld.
- 23.10 Failure to return to work from a leave of absence on time or to give written notice of inability to do so shall be considered a voluntary resignation from employment. Continuation of a leave beyond the original date of expiration shall be at the discretion of the Hospital.

23.11 The Hospital shall make reasonable effort to grant a leave of absence to a nurse pursuing a BSN or an advanced degree.

23.12 Understanding the significance of family relationships, the hospital provides compassionate leave when an employee experiences death of an immediate family member. Therefore, the hospital provides paid time off for full time and part time employees who experience a death in their immediate family. Employees may receive up to twenty four (24) hours off with pay (prorated for part time employees based upon the employee's FTE) to attend family bereavement needs. This time off must typically be taken within two (2) weeks of the date of death. Requests for bereavement leave at a later period can be considered and may require proof of memorial service on the date requested. This paid time off is at the employee's regular rate of pay and is not charged to any of an employee's accrued leave. Employees may request to use accrued Paid Time Off (PTO) or time-off without pay for a leave extension in accordance with the leave provisions. Any extension must be approved by the employee's manager or director.

The term "immediate family" is defined as spouse, son or daughter (or current in-law), father or mother (or current in-law), brother or sister (or current in-law), stepparent, stepchild, stepbrother, stepsister, grandchild, grandparent, or any other person(s) living in the employee's household in a relationship considered substantially comparable to any of the aforementioned.

24.0 DIFFERENTIALS & Pay Premiums

24.1 Shift Differentials:

Shift differential shall be paid as follows:

| | | |
|----------------|--------------------------------------|------------------|
| Day Shift: | 7:00 a.m. to 3:00 p.m. | No differential. |
| Evening Shift: | 3:00 p.m. to 10:00 p.m. | \$1.75 per hour. |
| Night Shift: | 10:00 p.m. to 7:00 a.m. | \$3.75 per hour. |
| Weekend Shift: | from 2200 Friday through 2200 Sunday | \$1.75 per hour. |

Any nurse receiving night shift differential shall retain such night differential for all hours worked past their normally scheduled night shift.

Payment for differentials require that a minimum of two (2) hours be worked into the differential period.

24.2 Charge Nurse Differential: Employees designated as Charge Nurse in a posted charge nurse position shall be paid an additional \$2.00 per hour for all hours worked as charge. A relief charge nurse will be paid \$2.00 per hour for all hours worked as a substitute for the designated charge nurse.

24.3 Intentionally Omitted.

- 24.4 Resource Pool Differential: Nurses as a Resource Pool nurse will receive an additional \$2.00 per hour for hours worked as a Resource Pool nurse.
- 24.5 Stat Nurse Differential: Nurses working in the STAT Nurse role will receive an additional \$2.00 per hour for hours worked as a STAT Nurse.
- 24.6 Preceptor Differential: Nurses who have completed preceptor training will be defined as designated preceptors and will receive an additional \$2.00 per hour for hours worked precepting in that position. This applies to precepting Registered Nurses as a new hire or new to a department. This does not apply to precepting students, charge nurses, or positions other than Registered Nurses. The preceptor training will be provided as needed. Charge RNs will not be expected to precept a new RN and if this does transpire they will be paid their preceptor and charge pay.
- 24.7 Certification Differential: The Hospital will pay a differential of \$2.00/hour when a nurse has achieved and maintains certification in Hospital approved and nationally recognized qualification programs specifically applicable to the nursing department in which the nurse is employed. Current employees who are receiving certification pay and transfer to a department where that particular certification is not applicable will continue to receive certification pay until they are eligible to take an applicable certification for that unit. If the nurse does not obtain a department applicable certification when they become eligible, the nurse will no longer receive certification pay.

It is the nurse's responsibility to submit appropriate documentation to Human Resources in order to be considered for certification pay.

Upon initial certification, validation of passing the certification exam **and** the actual certificate from the certifying body with effective dates* must be provided to HR. It is the nurse's responsibility to provide **both** validation of the initial passing score and to provide the certificate from the certifying board with expiration date within three (3) months of the initial certification. If the nurse does not do so, certification pay will end until such documentation is received and no retroactive pay will be processed.

The \$2.00 per hour certification pay will be effective at the beginning of the pay period following validation of the documentation by HR. The differential is \$2.00 regardless of multiple certifications.

Upon recertification, the nurse must provide documentation on or before the expiration date in order for certification pay to be continued. No retroactive pay will be processed if the nurse timely fails to provide proof of recertification.

24.8 Extra Shift Premium: Nurses will be paid an additional Six Dollars (\$6.00) per hour for all hours worked during the Extra Shift beyond the employee's assigned FTE Status. RNs must work at least four (4) hours to qualify for Extra Shift Premium. However, if the Hospital asks the RN to work fewer than four (4) hours, the RN shall still receive the Extra Shift Premium. Extra Shift Premium does not apply to any shift extension. PDR's are not eligible for Extra Shift Premium. No overtime shall be paid until the Nurse reaches over forty (40) hours in a week.

24.9 On-Call Pay: See Section 25.1 - "On Call Pay"

24.10 Call Back Hours Worked: See Section 25.1 - "Call Back Pay"

24.11 Shift Extension Pay: Any shift extension before or after a RN's scheduled shift requested by management shall be compensated at one and one-half (1 1/2) times the nurse's regular straight time. Provided that nurses working four (4) or six (6) hour shifts shall receive the above premium pay only for management requested shift extension worked in excess of eight (8) hours.

24.12 Overtime: Nurses shall be compensated at one and one half (1 1/2) times the regular straight time of pay provided in this agreement for all time worked in excess of 40 hours per week. In order to meet patient care or short staffing needs, overtime will be paid beyond the end of the shift when approved by Director/Clinical Manager/House Supervisor. The nurse will document on the current timekeeping system for overtime approval.

Overtime shall not be compounded or pyramided. Overtime resulting from clocking in prior to the start of a shift or clocking out after the end of the shift, is an area that must be managed appropriately.

24.13 Holiday Pay:

A. The following days will be observed as premium paid holidays:

New Year's Day (00:01 to 00:01)
Independence Day (00:01 to 00:01)
Memorial Day (00:01 to 00:01)
Labor Day (00:01 to 00:01)
Thanksgiving Day (00:01 to 00:01)
Christmas Day (00:01 to 00:01)

B. Holiday premium at one and one-half (1 ½) times the base hourly rate of pay will be paid for hours worked on the holiday.

C. A Nurse working fifty percent (50%) or greater of a shift on Christmas Day or New Year's Day shall receive holiday premium pay for the entire shift worked. A Nurse working less than fifty percent (50%) of the shift on Christmas Day or New Year's Day shall receive holiday premium pay for the actual hours worked on the holiday.

24.14 PDR Differential: See Schedule A Section 8 - "POLICY FOR PER DIEM REGISTRY ("PDR'S")"

25.0 ON CALL PAY

25.1

On Call Pay \$4.00 per hour

On Call Extra Hours \$5.50 per hour

Call Back 1 ½ times base hourly rate

Call Back Extra hours 2 times base hourly rate

25.2 Employees who are assigned the responsibility for being available to be called to work during a specified period will be designated as on call employees. On call may be instituted if a special need exists in order to accommodate innovative scheduling. Once an RN is scheduled on-call, that on-call status cannot be cancelled without mutual agreement.

Employees who work in a department that is a closed unit and where call is a mandatory requirement will not be floated to another department during their specified call period without mutual consent. Nurses who do not have mandatory call as part of their bid and agree to take on call may be required to float.

25.3 The on call period for regular weekdays shall be determined on a unit-by-unit basis, by the Hospital.

25.4 The on call period for Saturday shall be from 7:00 a.m. on Saturday to 7:00 a.m. on Sunday. The on-call period for Sunday shall be from 7:00 a.m. Sunday until 7:00 a.m. on Monday.

25.5 The on-call period for holidays shall be from 7:00 a.m. on the day of the holiday until 7:00 a.m. on the following day.

25.6 Nurses scheduled on call shall be paid \$4.00 per hour for each hour scheduled on call. Nurses who are requested by the Hospital and accept on call in addition to their regularly scheduled on call shall receive \$5.50 per hour for such additional call hours. On call and on call extra pay does not apply during regular scheduled time on duty, or any shift extension.

- 25.7 Nurses on call shall be compensated at the rate of time and one-half (1.5) their regular straight time hourly rate of pay for all hours worked when called back. Except as provided in the third paragraph of 25.9 below, for any call back hours in addition to their regularly scheduled on call that a nurse works (call back extra hours), the rate of pay shall be two (2) times their regular straight time hourly rate of pay. On call pay does not apply to hours on regular duty or shift extension. Should a nurse work an on-call period and be required to work beyond the end of the on-call period, subsequent non-scheduled time worked shall be at double time. Only on call extra call hours are eligible for double time pay.
- 25.8 Employees called back under these provisions shall be paid a minimum of two (2) hours work.
- 25.9 In the departments of Surgery, PACU, Day Surgery and Endoscopy, call schedules will be posted for 3 periods each year: January through April, May through August, and September through New Year Holiday. In these departments, the Hospital will cover staffing of on call periods for employee absence due to illness and approved leaves. It will be the employee's responsibility to trade or give away additional on call days including scheduled vacations and requested days off, etc.

In other departments which require call, the Hospital will cover staffing of on call periods for an employee requested/approved vacations, leaves, illness, and absences to the limit of (1) weekend of call and (2) two weekdays of call per year. It will be the employee's responsibility to trade or give away additional on call days.

In either case, when scheduled on call shifts are not covered due to Illness, Leave of Absence, or because the RN has separated from the organization, the Hospital will re-post these additional on call shifts. If there are no volunteers, the on call shift will be assigned in the order of reverse seniority. Only additional on call shifts, whether voluntary or mandatory, within the four (4) weeks, commencing from the date of notification of the vacancy, will be considered "on call extra" hours (double time when called back). All scheduled on call shifts in excess of four (4) weeks, whether voluntary or mandatory, commencing from the date of notification of the vacancy, shall be considered "regular on call pay" and compensated at one and one-half (1.5) their regular straight time hourly rate, if called back.

Specific scheduling practices for nursing departments may vary though will not be in violation of this agreement. Upon mutual agreement, individual nursing departments may develop unit specific guidelines to direct their practice of vacation call coverage.

25.10 Any staff RN who works on-call a total of four (4) or more consecutive hours and has less than eight (8) hours of time away from the hospital between on-call hours worked and their next regularly scheduled shift shall be paid one and one-half (1.5) times their base salary for all hours worked of their regularly scheduled shift.

The parties promote safe and effective nursing practice in the interest of protecting public health and welfare. The parties recognize the mutual responsibilities of the Hospital and nurses to accept or decline work assignments based on their ability to provide safe care. If a nurse works 4 hours or more on call back and finishes call back within 6 hours of their next scheduled shift start time, the nurse may be excused for up to 8 hours from when the call back work ended before returning for their next scheduled shift.

25.11 Nurses who are Fifty-eight (58) years of age or greater with twenty-five (25) years of service working and are in a department that are required to take call are eligible to request up to a one-third (1/3) reduction in on call requirements based upon the staffing needs of the unit and mutual agreement of the clinical manager and director. Nurses who are sixty-two (62) years of age or greater with twenty (20) years of service and are working in a department that are required to take call are eligible to request up to a two-third (2/3) reduction in on call requirements based on unit needs and mutual agreement of the clinical manager and director. This does not affect holiday obligations. Nurses who are sixty-five (65) years of age or greater and are working in a department that is required to take call are eligible to request up to a full reduction (potentially no call requirement) in call (including holiday obligations) based on unit needs and mutual agreement of the clinical manager and director. The foregoing cannot result in any nurse receiving on call extra pay.

25.12 Flex shift is not eligible for extra shift premium. See Schedule D "Flex Shift"

26.0 REGISTERED NURSES - WAGE MATRIX

26.1 Effective March 10,2016, all current employed nurses will be paid the base hourly rates set forth below.

Minimum Hourly Rates:

| | Effective March 2016 | Effective March 2017 | Effective March 2018 | Effective March 2019 |
|---------|-------------------------|-------------------------|-------------------------|-------------------------|
| Start | \$25.88 | \$26.66 | \$27.39 | \$28.15 |
| Step 1 | \$26.34 | \$27.13 | \$27.87 | \$28.64 |
| Step 2 | \$26.91 | \$27.72 | \$28.48 | \$29.27 |
| Step 3 | \$27.50 | \$28.33 | \$29.10 | \$29.91 |
| Step 4 | \$28.08 | \$28.92 | \$29.72 | \$30.53 |
| Step 5 | \$28.66 | \$29.52 | \$30.34 | \$31.17 |
| Step 6 | \$29.24 | \$30.12 | \$30.95 | \$31.80 |
| Step 7 | \$29.83 | \$30.72 | \$31.57 | \$32.44 |
| Step 8 | \$30.42 | \$31.33 | \$32.19 | \$33.08 |
| Step 9 | \$30.99 | \$31.92 | \$32.80 | \$33.70 |
| Step 10 | \$31.57 | \$32.52 | \$33.41 | \$34.33 |
| Step 11 | \$32.16 | \$33.12 | \$34.03 | \$34.97 |
| Step 12 | \$32.74 | \$33.73 | \$34.65 | \$35.61 |
| Step 13 | \$33.33 | \$34.33 | \$35.27 | \$36.24 |
| Step 14 | \$33.90 | \$34.91 | \$35.87 | \$36.86 |
| Step 15 | \$34.49 | \$35.53 | \$36.51 | \$37.51 |
| Step 16 | \$35.07 | \$36.12 | \$37.12 | \$38.14 |
| Step 17 | \$35.70 | \$36.77 | \$37.79 | \$38.82 |
| Step 18 | | \$37.44 | \$38.47 | \$39.52 |
| Step 19 | | | \$39.16 | \$40.23 |
| Step 20 | | | | \$40.96 |

Effective the first full pay period in March 2016, a new step 17 (\$35.70) will be added to the wage grid. Nurses who are eligible to advance a step and are at Step 16 on February 29, 2016 will advance to new Step 17.

Effective the first full pay period in March 2017, a new step 18 (\$37.44) will be added to the wage grid. Nurses who are eligible to advance a step and are at Step 17 on February 28, 2017 will advance to new Step 18.

Effective the first full pay period in March 2018, a new step 19 (\$39.16) will be added to the wage grid. Nurses who are eligible to advance a step and are at Step 18 on February 28, 2018 will advance to new Step 19.

Effective the first full pay period in March 2019, a new step 20 (\$40.96) will be added to the wage grid. Nurses who are eligible to advance a step and are at Step 19 on February 28, 2019 will advance to new Step 20.

Effective the first full pay period in March 2016, current RNs with total credited RN experience of 18 years or greater shall receive an increase of four and one-half percent (4.5%) to their current base hourly rate of pay.

Effective the first full pay period in March 2017, current RNS with total credited RN Experience of 19 years or greater shall receive an increase of four and one-half percent (4.5%) to their current base hourly rate of pay.

Effective the first full pay period in March of 2018, current RNs with total credited RN experience of 20 years or greater shall receive an increase of four and one-half percent (4.5%) to their current base hourly rate of pay.

Effective the first full pay period in March of 2019, current RNs with total credited RN experience of 21 years or greater shall receive an increase of four and one-half percent (4.5%) to their current base hourly rate of pay.

Effective the first full pay period in March 2016, RN's hourly base rates will be capped at \$52.00 per hour with any dollar difference over this cap based on their FTE paid in a lump sum.

The only base rate wage increases for nurses shall be in Contract Years 1-4 as set forth in this Agreement. RNs shall progress to the next step effective the first full payroll effective in March of 2016, the first full payroll effective in March of 2017, the first full payroll effective in March of 2018, and the first full pay period in March 2019 and shall receive the corresponding increase for that step based upon credited experience.

26.2 In order to progress to the next step, nurses must satisfactorily complete mandatory requirements and have an annual TB test where required. Failure to complete annual mandatory requirements is grounds for termination. Casual and regular PDR's who meet their obligations under this Agreement, satisfactorily completed mandatory requirements and completed the annual TB test where required will progress to the next step. Step progression is based on contract date (March) and not individual anniversary date.

26.3 Annual one percent (1%) lump sum payment. At calendar year end, a one percent (1%) Annual Lump sum payment will be awarded to all members of the bargaining unit employed on the date of the award based on productive hours worked in the prior calendar year and current base rate of pay for achieving the following current measures:

1. Financial productivity
2. Patient satisfaction
3. Clinical outcomes.

The details concerning the three measures will be determined in PCC with input from shared governance.

Measurement term will be from January 1st to December 31st. Lump sum bonus will be paid within 30 days of the receipt of all data.

26.4 Past Experience

Registered nurses hired after February 28, 2007 will be evaluated according to specific criteria relative to the position.

Experience is recognized for determining the entry level base wage of a newly hired RN (up to a maximum of sixteen (16) credited years (Step 16)) as follows:

1. Recent RN experience must be within the last two (2) years. A deduction of two (2) years will be made to the total credited years that do not comprise recent experience.
2. Prior RN experience at St. Patrick Hospital equals 100% of years of experience.
3. Prior applicable acute care RN experience with similar responsibilities and competencies receives 100% of year's experience.
4. St. Patrick Hospital LPNS who become RN's shall have fifty percent (50%) of their SPH experience counted toward placement on the base wage scale.
5. In calculating a new hire's position based on the above criterion the Hospital may not place a new hire at a greater experience/wage level than a presently employed nurse with the same credited experience level as of March 10, 2013, March 9, 2014 and March 8, 2015, respectively.

Based upon the criteria above, a new hire will be paid the base hourly rate

27.0 PROFESSIONAL RIGHTS

- 27.1 The nurse shall act to safeguard the patient when his/her care and safety are affected. It shall be the nurse's duty to relate in writing any problem which relates to the care and safety of patients to his /her supervisor, manager or appropriate department head. The written report shall be submitted for review at the next scheduled Professional Conference Committee. If the nurse disagrees with the results of the Conference Committee discussion, he/she may file a grievance.
- 27.2 The nurse will be scheduled for an orientation or residency program according to the scope and level of his/her clinical qualifications. The Hospital shall be responsible for adequate orientation before assignment to a nursing position. Position objectives will be met prior to completion of the probationary period.
- 27.3 The Association will cooperate with the Hospital in encouraging attendance of bargaining unit members at nursing department meetings, special interest groups, orientation and in-service, Shared Governance Councils, and other meetings appropriate to the nurse's professional role. Attendance must be in person in order to qualify for compensation.
- 27.4 The Hospital will provide an adequate staffing system per JCAHO standards. If a nurse wishes to raise a matter relating to a particular staffing situation, she/he may do so by contacting the immediate supervisor, or by filing an "Assignment Despite Objection" form with copies forwarded to the Department Director, VP of Nursing, and to the Association. ADO forms will be reviewed at each professional conference committee meeting.
- 27.5 It is the nurse's responsibility to participate in the upgrading of nursing standards, practice and education.
- 27.6 All matters related to the practice of nursing for a nurse and the employer shall be in accordance with the Montana Nurse Practice Act and the ANA Code for Nurses. In the event the Board of Nursing - State of Montana, makes a change to the status of an RN's license, the RN shall report such change to the Chief Acute Services Officer or Senior Directors of Surgical Services, Medical Services and Critical Care Services in writing within 14 days.

- 27.7 The employer will not routinely require a Registered Nurse to function in a position or perform tasks that the nurse has not been oriented to perform. Nurses covered by this agreement will not be required to participate in any activity that is illegal or unethical per the ANA Code for Nurses. A nurse has the obligation to notify their immediate supervisor of their objections to the activity in question and pursue a remedy. A nurse may refuse to participate in the illegal or unethical act pending action by the employer and have recourse through the grievance procedure provided herein. However, nothing provided herein shall be construed to permit a nurse to interfere with or obstruct the administration of the procedure or treatment to which an objection is made.
- 27.8 The policy and procedure on float nurses will be reviewed annually with the Professional Conference Committee for recommendations for changes. If a nurse feels he/she is not qualified to float to a work area, and is required to float, the nurse shall document the event with a copy to his/her immediate supervisor and one to the Conference Committee.
- 27.9 Bargaining unit hours of work shall not be worked by non-bargaining unit personnel on a routine basis.
- 27.10 The Hospital promotes safe and effective nursing practice in the interest of protecting public health and welfare. The Hospital recognizes the professional responsibility of nurses to accept or decline overtime assignments based on their self-assessment of ability to provide safe care. However, no nurse shall be required to work mandatory overtime except in an emergent situation. An emergent situation exists when the Hospital has activated the disaster plan.
- 27.11 In the event that the Care and Isolation Unit (CIU) of St. Patrick Hospital may be utilized for any highly infectious disease admission, at the request of MNA, the Hospital agrees to meet and confer with the Union regarding expected protocols and planned precautions, except during an emergent situation.

28.0 LOW CENSUS DAYS OFF

- 28.1 During periods of low patient census, it may be necessary to reduce staff on a short-term temporary basis. It is the desire of the parties hereto to distribute low census days off as equitably as possible while keeping an adequate number of nurses available with the qualifications necessary to accommodate the patients in the Hospital.
- 28.2 When low census days are required, the Hospital will first ask for volunteers. A voluntary low census day (VLCD) is a request to not work on a particular shift if you are not needed to meet the staffing needs of your unit or float group. A request for VLCD does not guarantee that you have the day off. The guidelines below apply to all inpatient care areas. Out patient units will develop unit specific guideline

- A. Requests are called to the Staffing Office, extension 327-1851, no more than 14 days previous to the day you wish to be off. Please leave your full name, date request desired, department and if PTO is desired or not.
- B. Before VLCDs are granted for any given shift, core staffing needs must be met for each department's budgeted average daily census. When departments have more staff than needed for the particular shift, staff are asked to voluntarily move to a shift later in the week, or a VLCD may be granted.
- C. After ensuring core staff needs are met, including PDR, Flex and regularly Scheduled staff; expertise available in the requesting employee's department is the first criteria considered when making a decision to grant a VLCD. Strengths and weaknesses of the core staff are consider, i.e., avoid giving most experienced staff off when only newly hired or new graduate nurses would remain. Discussion with the Manager/Supervisor is encouraged in these situations.
- D. Decisions related to granting of VLCD are made at the daily Bedboard Meetings.
- E. Requests from staff working in departments that have excess staff are considered first. VLCD are not granted unless all units within your float group have appropriate staffing.
- F. If there are requests for VLCD in more than one department and needs exist in other departments within the float group, then the order in which the request is received in the Staffing Office is used to determine who is granted the low census. Every attempt should be made to keep core staff in their respective units. In the event of temporarily combining units, each original unit charge nurse shall evaluate their staffing needs. It is the responsibility of the charge nurses from the original units to agree granting of VLCD based upon these guidelines.
- G. If a department has excess staff and no one in that department has requested a VLCD, attempts may be made by unit charge nurse to find volunteers. If then, no volunteers have been found, staff from that department assist their float group where VLCD are requested. In this instance, the order in which the request was received is used.
- H. No more than one staff member is floated into a department to replace staff granted a VLCD without discussing the circumstances with the Director/Supervisor/Charge Nurse of the receiving department.
- I. VLCD are granted at 0600 (0700-1100), 1000(1100-1500), 1330 (1500-1900), 1730 (1900-2300), 2130 (2300-0700). Staff will provide a number where they can be reached if different from their home phone number.
- J. It is the goal to be fair and consistent in granting time off for a low census. It is also important to be able to respond to a census that may change dramatically over several hours.
 - # Time off for low census will be granted only increments of 4 hours.
 - # Staff granted a low census will call back to determine if an additional 4 hour Low Census may be granted.
 - # Once a 4 hour increment is granted, you do not need to remain at home, but must remember to call back if you are requesting an additional 4 hours.

Staff receiving a low census during the night shift (2300-0700) will not be required to call in, but if needed will be called by 0200 and requested to come in from 0300-0700.

K. Intentionally Omitted.

L. When Directors/Supervisor/Manager are not aware of any request for VLCD and there are too many staff scheduled, the mandatory low census language of the contract is followed.

28.3 If there are insufficient volunteers, then a low census day will be assigned on a rotating basis, beginning with the least senior employee in each float group, to a sufficient number of nurses to accomplish the necessary reduction. Nurses receiving a mandatory low census have the option of taking a MLC for the entire shift, or receiving it in four (4) hour increments. Nurses shall not be assigned more than twelve (12) hours of low census per month. Previously granted VLCD cannot be counted towards determining mandatory low census. Nothing herein contained shall require a low census be assigned to a nurse whose position is necessary to patient care. However, when a regularly scheduled RN is forced to take a mandatory LCD, he/she will have the option of reviewing the schedule of their home department for the remainder of the week. If a PDR is scheduled to work a shift that the regularly scheduled RN is qualified to work, the regularly scheduled RN may replace the PDR nurse for that shift, provided that the RN will not incur overtime.

During periods of extreme low census when the Hospital has an over supply of nurses and is unable to reduce the number of nurses by giving twelve (12) hours of low census per month off or through voluntary low census days off, the Hospital and Association shall meet to discuss, develop, and mutually agree upon a plan to accomplish the necessary reduction.

Conversely during periods of high census/volume, the Hospital will attempt to offer additional hours to those nurses who have had involuntary low census hours.

28.4 Nurses scheduled for orientation shall not be interrupted by low census days off during such program.

28.5 Low census time off shall count toward seniority and vacation benefits.

29.0 RETIREMENT

29.1 Nurses covered by this agreement will be covered by the Providence Health and Service Retirement Income Plan. Nurses will be covered by the Supplemental Retirement Plan and any other Retirement, Annuity, or Pension plan which covers other St. Patrick Hospital employees under the same terms and conditions that are applicable to those other employees. Nothing in this agreement will alter, amend or extend provisions of any such retirement, annuity or pension plan, and the administration thereof is excluded from the grievance-arbitration provisions of this agreement.

30.0 TERM OF AGREEMENT

30.1 This agreement shall be effective on the 1st day of March, 2016, and shall continue in effect until February 29, 2020, and yearly thereafter from February 29, 2020, unless one of the parties hereto shall serve notice in writing upon the other party hereto of an intent to modify or terminate not less than ninety (90) days prior to the expiration date or any anniversary thereafter. If such notice is served by either party hereto, this agreement shall terminate upon its expiration date.

This agreement shall be binding upon all successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

ST. PATRICK HOSPITAL

By: Julie Dombrowski

Dated: 04/06/2017

By: Carol Bensen, MSN, RN CNO

MONTANA NURSES ASSOCIATION

By: Lori Erb RN.

Dated: 04/06/2017

By: James M Pollock RN, BSN, CCRN

By: Freddie

By: M Caudel

By: Linda Smith

By: Janell Lyderwood

By: Carlynn

SCHEDULE "A"
POLICY FOR PER DIEM REGISTRY (PDR'S)

PURPOSE: To provide supplemental unit specific core staffing for ill calls, scheduled vacations, LOA's and to cover census when census is above budgeted census. PDRs will not be used to replace regularly scheduled full or part time staff or avoid posting new positions if the census remains regularly high.

1. At time of hire, eligible RN will have a minimum of one (1) year, full-time, current (within 6 months) acute nursing care experience or equivalent.
2. PDR's will be responsible to one manager and will have one home unit on which they primarily work. Nurses will apply and interview for specific PDR positions. Management has sole discretion in determining unit specific needs. For example, casual versus regular PDR, shift length, starting times and call requirements.
3. PDR's shall be evaluated by their home department manager with same frequency as regularly scheduled staff. PDR nurses will complete unit specific competencies, required education and attend team meetings within established, designated timeframes. Pay increases shall be according to the collective bargaining agreement. PDR staff will not necessarily float to other departments first. Each nursing unit will determine their own departmental float policy, which will be established through the shared governance process. The Hospital agrees to provide all above position specific information to the applicant prior to acceptance of a position.
4. In cases of low census a PDR nurse will not automatically be called off first. Management will make a good faith effort attempting to determine if a regularly scheduled nurse would take a voluntary low census day and the PDR nurse would work. The low census list will be consulted. If there are no volunteers and a nurse is not needed elsewhere in the house, as appropriate, the PDR nurse will be called off before a mandatory low census day is given to a regularly scheduled nurse and or flex nurse.
5. PDR nurses may participate in the VLCD option and place their name on the low census list if they desire. Their request will be evaluated and ranked as if they were regularly scheduled staff. In cases of mandatory low census, PDR nurses will be called off before regularly scheduled staff.
6. Scheduled PDR shifts which are cancelled due to low census, shall be counted as shifts worked for the purpose of meeting contract obligations. This section does not guarantee to any PDR nurse any definite number of minimum hours or work per day or week, nor does it restrict the right of the Hospital to reduce or cancel scheduled hours or shifts.
7. Scheduled PDR nurses sent home early for hospital convenience receive actual time worked.
8. PDR nurses will be reimbursed for their per diem status, based on their commitment or obligation to the Hospital. There are two levels of commitment at which a PDR employee may function.
 - A. The first is casual PDR, these nurses will receive \$1.75 per hour PDR bonus for all direct patient care hours worked.
 - B. The second is regular PDR, these nurses will receive \$4.00 per hour PDR bonus for all direct patient care hours worked.

- C. During orientation, meetings, and for education hours, PDRs will receive their straight hourly rate unless they exceed 40 hours a work week.
- D. A regular PDR who works in a department that regularly takes call, may be expected to participate in the call rotation based upon availability, expertise, or Hospital need.
- E. Intentionally omitted.
- F. At least twenty-five percent (25%) of committed shifts must be evenings or nights if the home department regularly operates on a 24-hour basis based on shift availability and needs of the department, unless the employee chooses to work straight nights.
- G. The Hospital will create schedules to meet core staffing plans. The schedules will be balanced utilizing staff currently in part-time or full-time bids. A list of unfilled shifts will be available to each PDR who will indicate which shifts they are available for and return the lists to the manager. Management will distribute shifts equitably. Remaining holes to be posted and available. Distribution will be on a first come and non-overtime versus overtime basis.

9. PDR Commitment

- A. Casual PDR must commit to working a minimum of two (2) shifts in a two (2) month period and work an average of one hundred twenty (120) hours in a six (6) month period, and meet all Human Resource and Nursing department requirements to maintain their status. Non-compliance with requirements will be considered a voluntary resignation. Use of casual PDR's will be at the discretion of each department.
- B. A regular PDR must commit to two (2) weekend shifts per eight (8) week schedule if home department works weekends in addition to a minimum of six (6) shifts per eight (8) week schedule cycle. The PDR must be available for one (1) day before and one (1) day after a selected summer holiday and one (1) day before and one (1) day after a selected winter holiday. A regular PDR must work a minimum of one hundred forty-four (144) hours in a three (3) month period. Non-compliance with requirements will result in movement to casual PDR status or may result in voluntary resignation. In addition, a regular PDR who works in a department that regularly takes call, may be expected to participate in the call rotation.

10. A regular PDR who bids on a position and has averaged at least forty-eight (48) hours worked per pay period for the previous twelve (12) months shall be considered in-house for purposes of new positions, job vacancies, and transfers. If this standard is met, then date of hire shall be used for purposes of seniority. If this standard is not met, then seniority will be accrued on hours worked. 2080 hours worked will give regular PDR nurses one year seniority.

11. PDR staff may work for regularly scheduled staff when obligations have been fulfilled and no overtime is accrued. All PDR direct patient care hours worked are at the PDR rate. Trades are not counted toward fulfilling contract commitment obligations.

12. Mandatory education applicable to the job functions and preapproved by management will be paid by the hospital. PDR's will, at their own expense, maintain clinical competency in the areas in which they work in compliance with all state licensing requirements and any certification required by ANA or MNA.
13. All Nursing and Human Resource Department policies apply to PDR staff and PDR staff will be responsible for keeping themselves informed of changes and additions to policies and procedures.
14. PDR nurses who are not needed on department scheduled may be floated to other departments without prior notification.
15. PDR nurses are not eligible to purchase health and dental benefits. However, PDR employees currently enrolled shall be entitled to continue with coverage.
16. PDR's will be allowed to bid for department specific temporary postings with the option to resume their PDR status when the length of the posting is complete.
17. RN's applying for PDR status shall contract for a plan. Requests for a change of plan may be made three times a year in April, August and December. RN's not meeting contract obligations for a period of three months will revert to the next lower plan and may apply to be reinstated at the three-month intervals listed above. With the exception of trades, all shifts worked or prescheduled will count towards the nurses contractual requirement. A shift cancelled by the nurse will not count towards the requirement.

SCHEDULE "B"

INTENTIONALLY OMITTED

SCHEDULE "C"

INTENTIONALLY OMITTED

SCHEDULE "D"
FLEX SHIFTS

- A. The flex shift position is an additional 8, 10, or 12 hours per week of availability in addition to regularly scheduled bid.
- B. Flex shift positions will be posted by unit, based on individual unit needs. No greater than forty percent (40%) of RN positions will be flex positions.
- C. The benefit for a RN in a flex position is that they receive full-time paid single health insurance benefits for working a minimum 24 hours per week with an additional 8, 10, or 12 hour per week flex shift availability.
- D. To be eligible for a flex shift position a RN must meet one the following criteria:
1. May be hired into Flex position;
 2. RN must currently hold up to a 40 hour per week bid and be willing to reduce to 24 hours per week with plus a scheduled FLEX shift of 8, 10, or 12 hours that can be cancelled by the Hospital one (1) hour prior to the start of the shift if the RN is not needed; or
 3. RN must currently hold a minimum of 24 hour per week bid and be willing to increase an additional 8, 10, or 12 hour per week through flex shift obligation; or
 4. RN must currently hold a 72 hour per pay period bid and be willing to reduce one 12 hour shift per pay period with flex shift obligation of 8, 10, or 12 hours per pay period.
- E. Flex shifts will be scheduled on a mutually agreed upon day between the RN and the Nursing Director/Manager. The Nursing Director/Manager will identify the flex shift on the weekly schedule. Exchange of scheduled shifts and/or days off may be arranged so long as the nurse and an equally qualified replacement submit a written request twenty-four (24) hours in advance, and secure the written approval of the appropriate supervisor, overtime pay will not result, and the flex shift remains a flex shift even though it is traded.
- F. RN will be paid for worked hours only and will accrue PTO & EIB benefits based on actual hours worked. For the purpose of the use of PTO or EIB, the flex shift RN will be required to a use a minimum of 24 hours per week of PTO or EIB when on vacation or EIB, but can exercise the option to use additional PTO or EIB hours to include their flex shift bid. If cancelled on a flex shift, RN may request PTO hours of cancelled shift. If the RN calls in ill on their flex shift day, they will be required to take PTO ill time for that shift.
- G. If flex shift falls on a weekend, shift meets the weekend shift obligation for the purpose of the contract regardless of whether or not the shift is cancelled.
- H. Floating for flex RN's will fall within the normal float rotation, based on the needs of the hospital. Once an RN is "brought in" on regularly scheduled flex shift, they are considered regular staff for required low census or float.

- I. Flex shift may be cancelled one hour prior to the start time of the shift, based on the needs of the unit first, then the hospital. If individual unit core staffing is not met, then that unit's flex nurse shall not be automatically cancelled. It is the responsibility of the House Supervisor or designee to notify the RN if the flex shift is cancelled. If a unit and the hospital are over staffed at 0700, but will be short staffed at 1100 or 1500, the flex shift is not automatically cancelled. The hospital will call the flex nurse to ask if they want low census for four (4) hours first. If they do not, the hospital will call someone else on the low census list and offer the first four (4) hours low census. Low Census will be offered to flex nurses (providing core staffing needs are met) prior to being offered to someone else on the floor. When two flex position staff are scheduled to work their flex shift on the same day, same unit, same shift and one is needed, they will be asked to volunteer. If no one volunteers, then the flex shift of the least senior employee will be cancelled on a rotating basis. When a flex shift is cancelled by the hospital, this is not considered "low census". If an RN is cancelled for the flex shift, they must be cancelled for the entire shift, unless this will cause staffing shortages later in the shift. If original flex shift is cancelled and mutually agreed upon by the RN, Nursing Director and/or House Supervisor, the RN may agree to be available throughout the flex shift day, or at a different date or time for a full or partial flex shift.
- J. Flex shift is paid at straight rate of pay plus any appropriate shift differentials. Flex shift is not eligible for extra shift premium.

SCHEDULE "E"
FLOATING

- A. In order to ensure the best quality nursing care for our patients at St. Patrick Hospital and Health Sciences Center, it will be necessary for nurses to float to other departments at times as determined by patient care needs. This practice ensures the best staffing of our units and allows nurses to continue to work in times of low census.
- B. During initial orientation to the nurse's home unit, the nurse will be provided with orientation to the departments within their float group. Orientation schedule can be altered on nurse's prior experience or familiarity with assigned position.
- C. Nurses required to float off their home unit will have access to the unit specific patient care guidelines drafted in each unit's team meeting Shared Governance process. Nurses who float, will be assigned a "buddy" from the unit where they are floated. The purpose of the "buddy" system is to serve as a resource for the float nurse regarding unit operations and unit specific patient care guidelines.
- D. Nurses float within their groups. Groups are defined below:
 - 1. Med-Surg
5S, 5N, 4N, 4S
 - 2. Critical care
Intensive Care Unit (ICU)
 - 3. Post-Anesthesia Care Unit (PACU), Endoscopy, Day Surgery
 - 4. Emergency Department
 - 5. Neurobehavioral Mental Inpatient (NBMI)
 - 6. Radiology
 - 7. Cardiovascular Lab (CVL)
 - 8. Family Maternity Center (FMC)
 - 9. Operating Room (OR)

Nurses may volunteer to float outside their assigned group assuming:

- 1. Patient Care need on the unit to be floated to required additional staff.
- 2. Nurse meets credentials of Float" unit, i.e., ACLS.

Decisions regarding floating will be based on providing the best continuity of care for patients. Generally, nurses will be floated for 8-12 hour periods, unless patient care needs dictate a need for a 4 hour period. This practice will be minimized when possible to prevent interruptions in continuity of patient care. Although not always possible, every effort will be made to float a nurse no more than 2 times in a given 8-12 hour shift.

- E. If possible, based on patient need and continuity, nurses will float in a system established within their department. Agency RNs may be required to mandatory float outside of float group, and will float first determined by patient care needs.



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