

Agreement
By & Between
Sweet Medical Center
&
Montana Nurses Association
NFN, AFT, AFL-CIO
On behalf of MNA Local #24

July 1, 2015 through June 30, 2018

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PREAMBLE

This Agreement (the “Agreement”) is made by and between Sweet Medical Center (hereinafter the “Employer” and the Montana Nurses Association (MNA) (hereinafter the “Association” or the “Union”).

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment of those full-time, part-time and casual registered nurses of the Employer (hereinafter referred to as either “Employees” or “Employee”), excluding temporary nurses, directors, managers, supervisors, exempt employees, coordinators, guards, and all positions excluded by the National Labor Relations Act.

ARTICLE II - EMPLOYEE STATUS

Section 1: Types of Employees

- A. Full-Time - A regular full-time employee is an Employee regularly scheduled to work over thirty (30) hours per work week.
- B. Part-Time - A regular part-time employee is an Employee regularly scheduled to work less than thirty (30) hours per work week but at least ten (10) hours per work week.
- C. Casual – Casual employees are not regularly scheduled by the Employer. Casual employees are employed to provide supplemental staffing for sick calls, scheduled vacations and at other times when additional staffing is needed by the Employer.
- D. Temporary- Temporary employees are hired on a temporary basis, usually for ninety days, or for completion of a specific task or project.

**ARTICLE III – EMPLOYEE REPRESENTATION/MAINTENANCE OF
MEMBERSHIP**

Section 1: The parties recognize that current or future employees may choose whether to exercise their right to join, or not to join, the Union free from interference, restraint, or coercion. No nurse is required to join the Union by any terms of this collective bargaining agreement (CBA). However, all nurses who are current members in good standing and all nurses who join the Association during the term of this CBA shall remain members in good standing for the term of this CBA.

Section 2: Any nurse who fails to comply with the foregoing provision shall be discharged by the Employer no later than thirty (30) days after receipt of a written request for such discharge from the Union. Provided, however, if the affected employee complies with the provisions of this article prior to actual discharge, the employee may continue employment.

Section 3: In the event of any discharge pursuant to the terms of this article, the Association hereby agrees to indemnify and save the Employer harmless for any loss as a result of such discharge.

Section 4: During new employee orientation sixty (60) minutes will be provided for the Local Unit Chair to provide information about the Union and the CBA. The Union agrees that during such informational session, the new employee will be advised as to Section 1.

Section 5: The Union will provide the Employer with a written list of the MNA Local #24 Officers after they are elected each term. Local Unit Officers may be paid up to two (2) hours per grievance, up to 50 hours per year, to process grievances or attend arbitrations if they are required to. Local Officers will provide the Employer with an accounting of the activities performed during the paid time, prior to being paid for such time. Such time may not result in overtime pay. Other than the aforementioned, in general, Local Officers shall not use paid time to do Union business. If for example, a Local Unit Officer is on duty and needs to attend a disciplinary meeting, answer contract clarification questions, review policies with the Employer, meet with the Employer's representative about an issue covered under the CBA, this time would be paid though arrangements would need to be made to ensure patient and or Employer needs were being met. Examples of prohibited Union related business performed during other than break or meal periods are making fliers for a Union meeting, arranging for Union social affairs and the like.

ARTICLE IV - DUES CHECK OFF/LISTS/CHANGES

Section 1: The Employer shall deduct an Employee's regular union dues or fees, as certified by the Union, from the Employee's monthly net earnings, provided the Employer receives from each Employee individually signed dues check-off authorization forms in accordance with applicable law. The aggregate deductions of all employees will be remitted together with an itemized statement, to the Union, on a monthly basis. The Employer's only obligation under this Article is to deduct union dues in accordance with an Employee's written authorization and place such monies in the U.S. mail or by electronic transfer.

Section 2: The Union will provide the necessary information for any changes in the dues/fees withholding structure to the Employer.

Section 3: The Employer shall be relieved from making the above deductions upon an Employee's termination of employment, lay off from work, unpaid leave of absence, transfer to a position outside of the bargaining unit, or written revocation of the authorization to make such deductions. The Employer shall resume the deductions upon an Employee's return to work from layoff or a leave of absence provided that the applicable authorization has not been revoked in writing by the Employee.

Section 4: The Employer shall not be required to make the above deductions from any Employee's paycheck in the event that an Employee's net monthly earnings are less than the amount of such deductions.

Section 5: The Union agrees to hold harmless the Employer for any loss or damage arising from the operation of this Article due to unintentional errors and the Employer agrees to correct such unintentional errors within a reasonable amount of time.

Section 6: The Employer will provide the Union with the name, address; telephone number and contact information of each newly hired registered nurse within ten (10) days of his or her hire date. The Employer will provide the Union with the name of a terminated Employee or an Employee who transfers out of the bargaining unit within ten (10) days of his or her termination date or transfer date. The Employer will provide the Union with a list of all Employees covered under the Agreement including complete address; phone number; date of hire as a bargaining unit nurse; FTE status and rate of pay in January, April, July and October of each year.

ARTICLE V - UNION VISITATION AND BULLETIN BOARDS

Section 1: A representative of the Union may be admitted to visit employees, during non-duty hours, to conduct union-related business. The Union Representative will notify the chief executive officer (CEO) within a reasonable time as circumstances allow prior to any such visits to the Employer's premises.

Section 2: The Employer shall permit the Union to hang a bulletin board at the facility, for the posting of official notices or bulletins concerning official Union business. The bulletin board shall not be any larger than 12 x 18 inches, and located in the break room.

ARTICLE VI - MANAGEMENT RIGHTS

Except as abridged by this Agreement, the Union and their representatives shall recognize the prerogative of the Employer to operate and manage its affairs in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. Maintain the efficiency of operations;
- e. Determine the methods, means, job classifications, and personnel by which the Employer's operations are to be conducted;
- f. Establish the methods and processes by which work is performed.

ARTICLE VII - PROBATIONARY PERIOD

Section 1: The initial (6) six months of a new Employee's employment shall be considered to be a probationary period, excluding any calendar days missed for illness or other reasons. All such missed calendar days shall be added to and will extend the employee's probationary period. Probationary periods may be extended by mutual agreement between the Employer and the Employee for up to an additional three (3) months for performance related issues.

Section 2: During an Employee's probationary period the Employee may be terminated from employment with or without cause, at the sole discretion of the Employer. Any termination from employment occurring within the probationary period shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

Section 1: Employer intends to provide fair and equitable rules that support a productive and positive working environment for its employees. No non-probationary Employee will be discharged, suspended or disciplined without just cause.

Section 2: Work rules must be administered consistently and uniformly for all employees. When an employee does not adhere to the policies, the following progressive disciplinary procedure shall be followed. The procedure shall be carried out in such a way that does not undermine the employee's self-respect. Employees are expected to be familiar with this policy.

Section 3: Verbal Warnings, Written Warnings and Suspensions shall be effective for one (1) year after the issuance of such warning provided performance has improved and is evidenced by the Employer's action plan and follow-up. Disciplinary actions which are no longer in effect shall remain in the Employee's personnel file though shall not be used in further disciplinary actions or arbitration proceedings. The parties acknowledge that there may be circumstances justifying immediate suspension or discharge. An Employee shall be placed on paid administrative leave while the Employer investigates allegations involving circumstances it believes justify immediate action. However, depending on the nature of the infraction, the supervisor may skip a step or repeat a step: or in some cases as described, immediately implement an investigatory suspension or termination.

Section 4: Protocol for Disciplinary Action

Step 1: Verbal Warning: The supervisor will discuss the problem with the employee and the supervisor and employee will work together jointly to develop an action plan for performance improvement, and which shall be re-evaluated with the Employee no later than sixty (60) days. This discussion will take place in private and out of the sight and hearing of other staff or patients. The supervisor will document discussion of problems with the employee. Documentation will be signed by the supervisor and a copy will be given to the employee. The employee will sign a receipt acknowledging receipt of the copy of the documentation though shall not signify an admission of guilt. If the employee refuses to sign the receipt, the supervisor will note the refusal on the receipt. The documentation will be placed in the employee's personnel file.

Step 2: Written Warning: The supervisor will prepare a written warning statement which describes the problem, specific behavior changes expected and by when. The supervisor and employee will also work together jointly to develop an action plan for performance improvement, and which will be re-evaluated with the Employee no later than 60 days following the date of discipline. This is to be discussed with the employee who is given a copy of the written statement. The warning statement must be signed and dated by the supervisor and employee. The Employee's signature shall not signify an admission of guilt. The documentation shall be placed in the employee's personnel file. If the employee wishes to write a response to the warning, it will be added to the file.

Step 3: Suspension: If the Employee continues to violate policy or behavior changes outlined in the written warning(s) or action plans for performance improvement are not actualized, the Employee may be suspended without pay for up to one (1) week. The parties acknowledge that there may be circumstances justifying immediate suspension or discharge.

Step 4: Termination: If termination of the Employee's services is indicated, the supervisor shall consult with the CEO. The CEO shall then prepare a written statement of the termination and present it to such Employee. A copy shall also be placed in the Employee's personnel file.

ARTICLE IX – SENIORITY

Section 1: Seniority shall mean the length of continuous active employment by the Employee with the Employer and shall accrue from one's most recent date of hire into a bargaining unit position by the Employer. If an Employee takes a position out of the bargaining unit, the Employee's seniority will be frozen during the time the Employee is out of the bargaining unit and will resume upon re-entry into the bargaining unit. If more than one Employee is hired on the same date, then the method of determining the senior Employee shall be to compare each Employee's birth month and the Employee with a birth month earlier in the calendar year shall be the more senior Employee. If there is a tie breaker regarding birth month, the birth day shall be used in determining seniority. The Employee with the earlier date in the month shall be more senior.

Section 2: One seniority list shall be kept by the Employer.

Section 3: All employees shall serve a probationary period of six (6) months of their employment. Upon the satisfactory completion of the probation period, the employee's seniority shall date from the commencement of the current employment period as a bargaining unit Employee.

Section 4: Seniority shall terminate upon:

- a. Discharge;
- b. Resignation;
- c. Failure to return to work when recalled from layoff unless excused due to illness or other valid reason;
- d. Layoff for nine (9) months or more;
- e. Absence from work for three (3) consecutive working days without reporting;
- f. Failure to report to work following expiration of any leave of absence or vacation.

ARTICLE X - LAYOFF AND RECALL

Section 1: A layoff is defined as a separation from employment or reduction in hours for legitimate business reasons not related to discipline. The Employer agrees not to contract travel nurses during the layoff period. Employer agrees to make every reasonable effort to not employ travelling nurses during the time immediately preceding a layoff, however, if a travel nurse is under active contract during the time of a layoff, such contract may be honored to its expiration but shall not be renewed. The Employer shall not use layoff to negatively affect the viability of the bargaining unit.

Section 2: In the event it becomes necessary to lay off Employees the Employer shall conduct the layoff in the following order: volunteers, temporary employees,

travelers, and probationary employees followed by Employees in reverse order of seniority (least senior first). Laid off Employees shall be placed on the recall list. The Employees shall be given the opportunity to meet and confer prior to layoff in attempt to voluntarily adjust their hours to either avoid layoff and or mitigate the effects of the layoff. Such adjustment to the involved Employees' hours or other mitigation plans developed amongst the involved Employees will be honored if at all possible and will not be unreasonably denied, but are subject to approval by the nursing supervisor and the CEO.

Section 3: The Employer shall give written notice to the affected Employee(s) and the Union at least thirty (30) days prior to the affected Employee's or Employees' final day of employment, or pay in lieu thereof. Employees on layoff status shall keep the CEO aware of their recall availability, current address and telephone number. In addition, an Employee on layoff status must maintain their professional license, and keep current on Employer specific training such as computer training, new equipment training and the like. A Nurse on layoff status shall attend such in-service training (s) offered by the Employer.

Section 4: Employees on the recall list shall be permitted to work open shifts as they become available in an attempt to make those Employees whole; Employees on recall who work open shifts will be paid at their usual hourly rate. Open shifts will be distributed as equitably as possible.

Section 5: Recall of laid off Employees shall be conducted in the order of seniority with the most senior Employee being recalled first. The Employer will send a certified letter with return receipt requested to the affected Employees(s) with their recall notice. The Employees shall be given the opportunity to meet and confer prior to the recall in attempt to voluntarily adjust their hours to further mitigate the effects of layoff. Such adjustment to the involved Employees' hours or other mitigation plans developed amongst the involved Employees will be honored if at all possible and will not be unreasonably denied, but are subject to approval by the nursing supervisor and the CEO.

Section 6: During a layoff an Employee may elect to use PTO, in the existing FTE status, until his/her PTO is exhausted or may elect to receive a lump sum payment at the time of layoff. Employees on layoff status, whether or not being paid

PTO, may elect to continue participating in the Employer's Medical or Dental benefit plan(s), at the requisite cost to the Employee considering the average hours worked and the applicable terms of the coverage plan at the time of the layoff.

ARTICLE XI - FILLING OF VACANCIES

Section 1: Nursing positions which are available for recruitment shall be posted in-house at the Employer at least ten (10) calendar days prior to the application deadline. The posting shall contain the requirements for the position and FTE. If the position is not filled with an internal candidate, the position shall be posted externally. Internal candidates will be given first preference and will be considered before external candidates.

Section 2: In the event there are vacancies to be filled, seniority will be the deciding factor in awarding the position(s) provided that qualifications, certifications and ability are substantially equivalent. If an applicant is willing and able to obtain the qualifications in a reasonable timeframe, that Employee will be considered with the other applicants. The Employer shall be the sole judge of qualification certifications, and ability to perform the duties of the vacant or new position.

ARTICLE XII - HOURS OF WORK

Section 1: The work week will consist of Monday through Friday. Employee shifts begin no later than 07:45 AM and end no earlier than 5:15 PM. ~~at 8AM and end at 5PM.~~ Occasionally, the schedule may include earlier or later reasonable work hours for meetings, trainings, special project work (i.e. 0700 meeting for Patient Centered Medical Home Certification or 0700 start to a health fair or special weekend access (i.e. health fair promotions, weekends of wellness events, etc., and providing extended patient access (i.e. an urgent patient arrives near closing time)..). Employee coverage during outside of normal business hours will be done first by volunteers. If there are an insufficient number of volunteers, coverage will be assigned by seniority (i.e. least senior Employee is assigned first) on a rotating and equitable basis.

Section 2: When an Employee is unable to report for work at his or her regularly scheduled starting time, such Employee must give his or her immediate supervisor, or designee, as much advance notice as possible, of his or her inability to report. Both the Employer and the Union recognize the importance of reporting an absence or late report as soon as possible to optimize success of finding a replacement employee.

Section 3: Schedules will be posted two (2) weeks prior to the first day of the new schedule. Schedules shall be for a minimum of four (4) weeks in duration. Employees may be permitted to participate in a self- scheduling model with supervisory oversight.

Section 4: The Employees must request days off prior to the posting of the schedule. The Employer must approve or deny requests within 5 business days of submission. If the Employee wishes to change his or her posted schedule, the Employee must arrange to have another qualified Employee fill the shift and must obtain his or her Clinical Manager or designee's approval of such change. Once the schedule is posted, changes must be made in writing only with mutual consent of the Employee and the Employer.

Section 5: No employee shall be mandated to work overtime except in disaster/emergency conditions.

Section 6: Employees shall receive one (1) paid fifteen (15) minute break period for each four (4) hours worked.

Section 7: Employees shall be provided a sixty (60) minute unpaid meal period. In the event an Employee is unable to take his or her meal period due to patient care or other operational needs, with management approval, the Employee will be compensated.

Section 8: An Employee will not be scheduled to work a split shift unless mutually agreed to by the Employee and the Employer.**ARTICLE XIII-OVERTIME**

Section 1: Any number of hours worked in excess of forty (40) hours per work week shall be considered overtime hours. The overtime rate is one and one half (1 ½) times the regular rate of pay and shall be paid to Employees for all overtime hours worked. Overtime must be approved by the supervisor or the CEO. Overtime resulting from direct patient care activities shall not need such approval.

ARTICLE XIV - PERFORMANCE OF BARGAINING UNIT WORK

Employees excluded from the Agreement may not displace an Employee performing bargaining unit work or be used to defeat the right of bargaining unit Employees as specifically provided for in this Agreement; however, they may provide assistance to meet patient care deadlines, assist with training and orientation of new Employees, cover bargaining unit Employees for meal periods and breaks, work shifts related to unexpected absences, emergencies or other intermittent work.

ARTICLE XV - LOW CENSUS

Section 1: If the Employer needs to temporarily reduce staffing on a particular shift, the immediate supervisor or designee as applicable shall consult with the Employees seeking volunteers. Voluntary low census days shall be distributed as equitably as reasonably possible among the volunteer Employees.

Section 2: If there are insufficient volunteer Employees for low census hours, the immediate supervisor or designee will assign an Employee or Employees to be off work that shift. Such assignment shall be rotated in reverse order of seniority (least senior first).

Section 3: While on low census, Employees may choose to use PTO if they desire, though will not be mandated to. All low census hours count as hours

worked for the purpose of computing benefits. If a nurse is looking ahead at the schedule and that day is fully staffed without the nurse, that RN may request a voluntary low census day.

ARTICLE XVI – HOLIDAYS

Section 1: All full-time and part-time employees who have been employed for thirty (30) days will be eligible for the following paid holidays:

New Year’s Day	<p>If the holiday falls on a normal business day of operation the clinic will be closed and no employee shall be scheduled to work and each employee will receive 8 hours of paid holiday time.</p> <p>If the holiday falls on non-business day (Saturday or Sunday) there may be a business closure at the discretion of the CEO to observe the holiday on a preceding Friday or following Monday. In either event, each employee will receive 8 hours of paid work time for the holiday.</p>
Good Friday (1/2 day – Afternoon)	<p>At the discretion of the CEO, there may be a business closure to observe the holiday. If there is no business closure, employees will be scheduled to work based on a volunteer basis or an equitable rotating basis based on seniority.</p> <p>Employees who work this day will receive holiday pay at the rate of 1 ½ times their regular hourly rate.</p>
Memorial Day	<p>The clinic will be closed. No employee shall be scheduled to work and each employee will receive 8 hours of paid holiday time.</p>
Independence Day	<p>If the holiday falls on a normal business day of operation the clinic will be closed and no employee shall be scheduled to work and each employee will receive 8 hours of paid holiday time.</p> <p>If the holiday falls on non-business day (Saturday or Sunday) there may be a business closure at the discretion of the CEO to observe the holiday on a preceding Friday or following Monday. In either event, each employee will receive 8 hours of paid work time for the holiday.</p>

Labor Day	The clinic will be closed. No employee shall be scheduled to work and each employee will receive 8 hours of paid holiday time.
Thanksgiving Day	The clinic will be closed. No employee shall be scheduled to work and each employee will receive 8 hours of paid holiday time.
Friday after Thanksgiving	At the discretion of the CEO, there may be a business closure to observe the holiday. If there is no business closure, employees will be scheduled to work based on a volunteer basis or an equitable rotating basis based on seniority. Employees who work this day will receive holiday pay at the rate of 1 ½ times their regular hourly rate. Additionally, whether the business is open or closed, each employee will receive 8 hours of paid holiday time.
Christmas Day	<p>If the holiday falls on a normal business day of operation the clinic will be closed and no employee shall be scheduled to work and each employee will receive 8 hours of paid holiday time.</p> <p>If the holiday falls on non-business day the holiday shall be observed as follows: <u>Saturday:</u> The clinic will be closed on the preceding Friday and no employee will be scheduled to work. Each employee will receive 8 hours of paid holiday time. <u>Sunday:</u> The clinic will be closed on the following Monday and no employee will be scheduled to work. Each employee will receive 8 hours of paid holiday time.</p>

Section 2: Unless otherwise specified above, payment for holidays will be made at the Employee's regular rate of pay. If a holiday occurs during an

Employee's approved vacation period, the holiday is paid as a holiday rather than as a vacation day. Holidays will be paid automatically on the payroll check for the pay period in which the holiday occurs.

Section 3: Unless otherwise specified above, the Employer agrees not to schedule Employees on holidays. The Employer reserves the right to call employees to work on a holiday in cases of bona fide emergencies; in that case, the Employee shall receive time and one-half (1 ½) their regular rate of pay for those emergency hours worked. Both the Employer and the Union acknowledge the aforementioned circumstances shall rarely, if ever, occur.

ARTICLE XVII – COMPENSATION

No Employee shall suffer a reduction in wages as a result of this Agreement.

Section 1: Newly Hired Employee Wage Rates:

Newly hired Employees' entry wages shall be determined by years of active employment as a Registered Nurse up to a maximum of ten (10) years of

recognition as per the following: (note- old table removed).

	Years of Active Employment as a Registered Nurse	Rate of Pay	Rate of Pay
2014		1-Jul-15	1-Jul-16
\$ 19.50	Entry	\$ 19.89	\$ 20.29
\$ 19.99	1 year	\$ 20.39	\$ 20.79
\$ 20.49	2 year	\$ 20.90	\$ 21.31
\$ 21.00	3 year	\$ 21.42	\$ 21.85
\$ 21.52	4 year	\$ 21.95	\$ 22.39
\$ 22.06	5 year	\$ 22.50	\$ 22.95
\$ 22.61	6 year	\$ 23.07	\$ 23.53
\$ 23.18	7 year	\$ 23.64	\$ 24.12
\$ 23.76	8 year	\$ 24.23	\$ 24.72
\$ 24.35	9 year	\$ 24.84	\$ 25.34
\$ 24.96	10 year Max Entry	\$ 25.46	\$ 25.97
\$ 25.59	11 year	\$ 26.10	\$ 26.62
\$ 26.23	12 year	\$ 26.75	\$ 27.28
\$ 26.88	13 year	\$ 27.42	\$ 27.97
\$ 27.55	14 year	\$ 28.10	\$ 28.67
\$ 28.24	15 year	\$ 28.81	\$ 29.38
\$ 28.95	16 year	\$ 29.53	\$ 30.12
\$ 29.67	17 year	\$ 30.26	\$ 30.87
\$ 30.41	18 year	\$ 31.02	\$ 31.64
\$ 31.17	19 year	\$ 31.80	\$ 32.43
\$ 31.95	20 year	\$ 32.59	\$ 33.24

Effective July 1, 2015 and July 1, 2016, all currently employed nurses shall be placed on the appropriate wage scale above at the same step level and then advance to the next higher step **Section 2:**

The Employer and the Union will meet and bargain in good faith over wages during the spring of 2017 before the budget is prepared.

ARTICLE XVIII – BENEFITS

Section 1: Group health insurance is available to all regularly scheduled Employees who work an average 30 hours or more per week during the previous

month. Anything less than 30 hours may be supplemented with PTO to receive paid health insurance.

Section 2: The employee shall become eligible for group health insurance after 30 days of employment. The Employer will inform the Employee of the date by which enrollment forms must be submitted to the Employer.

Coverage will begin on the first of the month following 30 days of employment provided the employee has submitted his/her application forms to the Financial Officer in a timely manner.

Section 3: Employer will pay for single person coverage for all regularly scheduled Employees working an average of 30 hours or more per week during the previous month. Dependent and/or spouse coverage premiums chosen by the Employee will be deducted from the Employee's pay check with prior Employee authorization.

Section 4: Upon resignation, separation, or layoff from employment, an Employee may choose to continue their health insurance coverage through the Employer's COBRA plan.

Section 5: Employer will provide regularly scheduled Employees the opportunity to participate in a tax sheltered annuity program (SIMPLE IRA Plan). Enrollment into the annuity program may be made at any time after hire. SIMPLE IRA Plan is Employee contributory with matching funds contributed by the Employer. Employer contribution will match employee contribution up to 3% of the Employee's annual wage after completion of 6 month probationary period.

ARTICLE XIX - PAID TIME OFF

Section 1: Personal time off (PTO) is provided to all regularly scheduled employees. The Employer and the Union acknowledge the need for Employees to utilize their PTO.

Section 2: Employees are provided PTO at the following rates:

Date of hire – Five (5) years of employment: worked	0.073 hours per hour
Six (6) – Ten (10) years of employment:	0.096 hours per hour worked
+ (10) Greater than ten years of employment:	0.115 hours per hour worked

Section 3: PTO is accrued on regular hours worked- not on overtime. Likewise, overtime rates are not incurred or paid on PTO hours.

Section 4: PTO accrues from the date of hire though cannot be utilized before the probationary period is completed. PTO shall accrue and carry over from year-to-year to a maximum cap of two hundred and eighty (280) hours. After the cap is reached, further accrual of PTO shall cease until hours fall below the cap. The cessation of PTO accrual shall not apply if the Employee has reasonably requested time off and the request was denied by the Employer.

Section 5: Employees may not “borrow” PTO they expect to accrue in the future.

Section 6: PTO may not be paid simultaneously with Workers’ Compensation benefits.

Section 7: PTO shall be paid out upon separation from the Employer.

Section 8: Generally, all accrued PTO hours must be used before an Employee is off work on leaves without pay; however an Employee may take up to five (5) days off per calendar year without pay.

Section 9: Employees may donate PTO hours to another employee. PTO may only be donated and used by the recipient for personal or immediate family member illness. Such donation shall not be in excess of 80 hours and the donating employee must maintain a minimum balance of 40 hours in their own PTO bank. The receiving employee’s PTO bank may not exceed the cap of 280 hours.

ARTICLE XX – BEREAVEMENT

Section 1: Three days paid leave shall be granted to an Employee following the death of a spouse / domestic partner, parent, grandparent, brother, sister, child, or spouse’s parents and those relationships generally known as “step”.

Section 2: For deaths other than the immediate family, leave without pay or the use of PTO may be approved by the CEO and shall not be unreasonably withheld.

Section 3: Employees will not be paid funeral leave for days which the Employee is not scheduled for duty. Employees may take bereavement leave after the time of death or at a later time in order to attend a memorial service.

ARTICLE XXI - JURY DUTY

Employees will be released for jury duty when summoned. The Employer shall pay Employees summoned to jury duty their regular rate of pay for scheduled hours served minus the per diem pay received from the adjourning authority. The Employee has the option to forfeit their court per diem to the Employer and receive their full regular rate of pay.

ARTICLE XXII - LEAVES OF ABSENCE (LOA)

Section 1: Any full-time or part-time employee who has completed one year of continuous service may be considered for a leave of absence. Exceptions are maternity and medical, including absences resulting from on-the-job injury, for which a leave of absence may be granted at any time.

Section 2: A leave of absence is time off without pay. Vacation time (PTO) and sick leave benefits do not accrue during a leave of absence.

Section 3: Request for leaves of absence normally will be limited to six months. Under special circumstances and with the CEO's approval, additional time may be granted. Special consideration will be accorded leave of absence requests resulting from on-the-job injuries.

Section 4: Accrued paid time off hours must be taken at the rate of the normal number of hours usually worked per day.

Section 5: All accrued paid benefit hours must be used before an Employee is on leave without pay.

After all accrued vacation and/or sick leave hours have been used; the employee will be responsible for payment of insurance premiums as applicable. See Article XVIII – Benefits. Prior to leaves of absence, the CEO should be notified regarding the Employee's plans for payment of these premiums.

Upon return to work, the Employer cannot guarantee placement in the job previously held; however, every effort will be made to reinstate the Employee in the same or an equivalent position.

ARTICLE XXIII - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: An Employee is required to discuss, and make a reasonable effort to resolve, concerns and complaints with his/her immediate supervisor within twenty-one (21) calendar days of becoming aware of the alleged violation of this Agreement, in an attempt to resolve the issue prior to it becoming a written grievance.

Section 2: Grievances shall be processed as follows:

Step 1: All written grievances shall be presented to the immediate supervisor of the affected Employee(s), within twenty-one (21) calendar days of becoming aware of the occurrence giving rise to such grievance. The immediate supervisor and the Employee will have a discussion about the grievance. The immediate supervisor shall have ten (10) calendar days to respond to the grievance in writing. In the event the written grievance is not resolved by discussions amongst the immediate supervisor and the Employee and the Union, the grievance may be taken to Step 2.

Step 2: A grievance not satisfactorily resolved in Step 1 shall, within ten (10) calendar days after the receipt of the written response in Step 1, be submitted in writing by the Union to the Employee's immediate supervisor. A meeting will be scheduled to resolve the grievance and a written answer to the grievance will be due within ten (10) calendar days after the Employee's immediate supervisor is in receipt of the Step 2 written grievance.

Step 3: If a grievance has not been satisfactorily resolved in Step 2, a written request for a Step 3 meeting must be received by the CEO within ten (10) calendar days of the receipt of the written response in Step 2. The meeting will be held at a mutually agreeable time with the Employee, a Union Representative and the CEO or his/her designee. A written answer will be due within ten (10) calendar days after the Step 3 meeting.

Step 4: If a grievance has not been satisfactorily resolved in Step 3, a written request for a Step 4 meeting must be received by the Chairperson of the Board of Directors within ten (10) calendar days of the receipt of the written response in Step 3. The meeting will be held at a mutually agreeable time with the Employee, a Union Representative may be requested, and the Chairperson of the Board of Directors or his/her designee. A written answer will be due within ten (10) calendar days after the Step 4 meeting.

Step 5: If a grievance has not been satisfactorily resolved in Step 4, the Union may submit the matter to arbitration within twenty-one (21) calendar days after receipt of the written answer in Step 4 by requesting the Federal Mediation and Conciliation Service (FMCS) to provide the Employer and the Union a panel of seven (7) arbitrators. If the parties are unable to agree upon an arbitrator from the list, they will request a second panel from FMCS and they shall alternately strike names from the second list with the Union striking the first name. The one person remaining shall be the arbitrator.

Section 3: If the Union fails to file a grievance within the time limits set forth above, that grievance shall be considered and deemed waived or settled. Failure on the part of the Union or the Employer's designated representative to answer, meet or progress the grievance to the next step in the grievance procedure shall result in the grievance being resolved in favor of the party who was in compliance with the timelines set forth in this article.

Section 4: An Employee shall comply with all instructions and perform all duties, when and as instructed, even though he or she may feel aggrieved provided that the Employee's health and safety are not placed in serious peril.

Section 5: Any grievance may be moved directly to a more advanced step of the grievance procedure by mutual agreement of the parties.

Section 6: The Arbitrator has no authority or power to add to, delete from, modify, or alter any of the written terms of this Agreement. A decision of the

arbitrator shall be final and binding on the Employer, the Union and the Employee(s) involved.

Section 7: The arbitrator's fees and expenses shall be borne equally by the parties to this Agreement. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses. Each party shall pay their own filing fees, attorneys' fees and costs. In the event one of the parties wants a transcript of the arbitration hearing, the party requesting the transcript shall pay the cost. If the other party wishes a copy of the transcript, the cost of the transcript shall be shared equally.

Section 8: With respect to the time limitations set forth herein this Article, the timeframe specified begins the day after becoming aware of the alleged violation of the Agreement, or the day after receipt of a written answer. If the due date falls on a Saturday, Sunday or holiday, such holiday defined in the Article IVX, the response date shall be the next working day thereafter.

Section 9: Upon mutual agreement of the parties, a request may be made to the FMCS for mediation in an attempt to avoid arbitration. The process is nonbinding.

ARTICLE XXIV –WORK ENVIRONMENT

Section 1: Abusive treatment of Employees by supervisory or non-supervisory personnel, physicians, visitors or patients is strictly prohibited. Examples of this behavior includes, but is not limited to, shouting or angry outbursts, throwing objects or language to another individual that is threatening, disrespectful or insulting.

Section 2: It is the responsibility of all Employees to report any episodes. If an Employee is subject to, or witnessed any of this type of behavior, the Employee must report the matter immediately to his or her Supervisor. If the Employee is reasonably uncomfortable reporting this to his or her Supervisor, the matter should be reported directly to the CEO. If the employee is reasonably uncomfortable reporting to the CEO, they shall report to the Chairperson of the Board of

Directors. The Employee shall make every effort to report the matter to his/her most immediate supervisor.

Section 3: A prompt investigation will follow the report of an incident of abusive conduct. Employees who display behavior prohibited by this Article are subject to disciplinary action. This Article does not apply to claims of sexual harassment.

ARTICLE XXV - EXPOSURE TO INFECTIOUS DISEASE

An Employee who is exposed to an infectious disease will be referred to an appropriate provider for medical evaluation and treatment if necessary. If the Employee is required to leave during the shift where the Employee was exposed to seek treatment, the Employee will be compensated at the Employee's base hourly rate for the time spent seeking such treatment during that shift.

No Employee will be subject to mandatory vaccines or immunizations by the Employer.

ARTICLE XXVI - PROFESSIONAL RIGHTS AND RESPONSIBILITIES

Section 1: The practice of nursing at the Employer's facility will be in accordance with the requirements of the Montana Nurse Practice Act, 2001, Title 37, M.C.A.

Section 2: The practice of nursing at the Employer's facility will be in accordance with the ANA Code of Ethics for Nurses with Interpretative Statements. It shall be the Employee's responsibility to report to their supervisor any unsafe nursing practice/condition.

ARTICLE XXVII - STRIKES AND LOCKOUTS

There will be no strikes or lockouts over disputes involving the interpretation or application of the expressed terms of this Agreement. Such disputes will be resolved through the grievance and arbitration procedure of this Agreement.

Section 1: There will be no strikes, lockouts or work stoppages during the life of the Agreement.

Section 2: In the event of conduct by an Employee or Employees prohibited by this Article, the Union shall, after notification by the Employer of such conduct:

(a) Promptly (both verbally and in writing) disavow the prohibited action; and

(b) Promptly notify (both orally and in writing) all the Employees involved that they are violating the Union's agreement with the Employer.

ARTICLE XXVIII – SEVERABILITY

Section 1: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon issuance of such a decision, the parties agree to negotiate in a timely manner a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIX – STAFF DEVELOPMENT

Section 1: Orientation - Newly hired Employees and Employees who have newly transferred into an RN position shall be given a minimum of four (4) weeks of orientation while on duty, immediately after their employment. An informal discussion and review of skills checklist between the orientee and the immediate supervisor will be held at the conclusion of the four (4) weeks to determine if additional orientation is required. The orientation period may be shortened by mutual agreement between the Employee and Employer.

Section 2: Position Description - Each Employee upon employment, transfer, or promotion, shall be provided with a written position description by the Employer setting forth requirements, duties, and responsibilities.

Section 3: Performance Evaluations - The performance of each Employee shall be evaluated by the immediate supervisor once per year. Evaluations shall be in writing by the immediate supervisor and shall relate objectively to the performance of the Employee in relation to the position description under which the Employee is assigned. Evaluations that indicate a need for improvement shall bear evidence of the supervisor's recommendations for achieving that improvement. The Employee shall receive a copy of all written performance evaluations at the conclusion of the evaluation conference.

Section 4: The Employee evaluation tool shall be mutually agreed upon and shall be a subject of bargaining.

ARTICLE XXX- CONTINUING EDUCATION

Section 1: Job related continuing education is supported by the Employer and Employer will provide five hundred \$500 and Sixteen (16) hours of paid time per fiscal year for such events. Tuition and registration will be paid in advance by the Employer provided the Employee requests and is approved for attendance at least thirty (30) days prior to the event. Approval or denial of the request shall be made by Employer within five (5) business days of the request. Coinciding travel expenses, meals and lodging expenses shall be reimbursed by the Employer if

within the total allotted amount available and upon receipt of proof of the expenditures by Employee and receipt of the CEU certification or certificate of attendance for such event. Reimbursement for such expenses must be submitted within thirty (30) days of the event.

Section 2: After the Employee returns from the educational offering, he/she will provide an in-service to the other Employees.

Section 3: If special training or certification, above and beyond typical licensure for the practice of nursing in the State of Montana, is required by Employer for the completion of job duties, the Employer will bear the cost of such training.

Section 4: Employee may use the funds provided by Employer for Contact Hours required to maintain nursing licensure in the State of Montana, but such Contact Hours are generally the responsibility of the Employee and are not considered “special training or certification” as above. Continuing Education funds may not be used to pay nursing licensure fees.

Section 5: Employees may use the sixteen (16) hours of paid time to accommodate travel time or time off from regularly scheduled work hours, in lieu of PTO, and Employee will be paid at their regular hourly rate. Overtime rates shall not accrue or be paid for Continuing Education hours.

ARTICLE XXXI – BINDING EFFECT

Section 1: This Agreement is binding upon the parties, their successors, agents and assignees.

ARTICLE XXXII – TERM/DURATION

Section 1: The Agreement shall become effective as of 12:01 a.m. on July 1, 2015 and shall remain in full force and effect until 12:00 p.m. midnight on the 30th day of June, 2018; and shall renew itself without change from year to year thereafter, unless written notice of termination or desire to modify is given at least ninety (90) calendar days prior to the expiration date of the Agreement, or any succeeding yearly term, by either of the parties hereto.

Section 2: The Employer and the Union agree that the Agreement may only be modified, in writing, by mutual agreement of the parties.

Section 3: The terms hereof are intended to cover only minimums in wages, hours, and working conditions. The Employer may place superior wages, hours, and working conditions and other Employee benefits in effect after notification to the Union and may reduce the same to the minimum prescribed after notification to the Union. Superior wages, hours and working conditions and other Employee benefits must be administered equitably across the workforce.

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This Contract



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